

Mayor Charles W. Burkett Vice Mayor Howard S. Weinberg Commissioner Mark Blumstein Commissioner Marc Imberman Commissioner Steve Levine

## TOWN OF SURFSIDE, FLORIDA Town Commission Meeting 9293 Harding Avenue Surfside, FL 33154 Wednesday, January 30, 2008 7:00 p.m.

Town Manager Pam Brangaccio Town Attorney Lynn M. Dannheisser Town Clerk Beatris M. Arguelles, CMC

#### **AGENDA**

- 1. **OPENING:** 
  - 1.A CALL TO ORDER/ROLL CALL OF MEMBERS:
  - 1.B PLEDGE OF ALLEGIANCE / INVOCATION:
  - 1.C ORDER OF BUSINESS (Additions/Deletions/Amendments/Deferrals):
  - **1.D APPROVAL OF THE MINUTES:**
  - 1.E SPECIAL PRESENTATIONS:
- 2. QUASI-JUDICIAL ITEMS:
- 3. PUBLIC HEARINGS/ORDINANCES FOR SECOND READING:
- 4. ORDINANCES FOR FIRST READING:
- 5. GOOD AND WELFARE:
- 6. **RESOLUTIONS:** 
  - 6.A RESOLUTION CALLING FOR ELECTION MARCH 18, 2008 [TAB 6A]

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR HOLDING A GENERAL MUNICIPAL ELECTION UNDER THE DATE OF MARCH 18, 2008 FOR THE ELECTION OF MAYOR AND ALL FOUR COMMISSIONERS OF THE TOWN OF SURFSIDE

### 6.B RESOLUTION APPOINTING A CANVASSING BOARD FOR MARCH 18, 2008 ELECTION [TAB 6B]

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPOINTING THE CANVASSING BOARD FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD MARCH 18, 2008; DESIGNATING AN ALTERNATE; ESTABLISHING A QUORUM AND PROVIDING AN EFFECTIVE DATE

#### 6.C RESOLUTION AUTHORIZING AGREEMENT WITH CALVIN GIORDANO FOR IT SERVICES [TAB 6C]

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN CONTRACT WITH CALVIN, GIORDANO & ASSOCIATES, INC. FOR GENERAL INFORMATION TECHNOLOGY SERVICES PURSUANT TO CGA PROPOSAL No. 07-1132; PROVIDING FOR AN EFFECTIVE DATE.

## 6.D RESOLUTION AUTHORIZING AGREEMENT WITH DEP FOR GRANT FOR STORMWATER TREATMENT TRAINS AND REHABILITATION [TAB 6D]

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND THE DEPARTMENT OF ENVIRONMENTAL PROTECTION TO PROVIDE FINANCIAL ASSISTANCE FOR THE TOWN OF SURFSIDE TREATMENT TRAINS AND REHABILITATION PROJECT; AND PROVIDING AN EFFECTIVE DATE

### 6.E RESOLUTION APPROVING AGREEMENT WITH CAPE CANAVERAL SCIENTIFIC INC. FOR GRANT WRITING SERVICES [TAB 6E]

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, WAIVING THE BID PROCESS PURSUANT TO SECTION 3-13(3) OF THE TOWN OF SURFSIDE CODE OF ORDINANCES, APPROVING AN AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND CAPE CANAVERAL SCIENTIFIC, INC. FOR GRANT WRITING SERVICES AND PIGGYBACKING ON CITY OF TAMPA RFP 61020106 AND RESULTING AGREEMENT DATED JULY 27, 2006, AUTHORIZING EXECUTION OF AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR EFFECTIVE DATE.

#### 7. **REPORTS:**

#### 7.A COMMISSIONERS REPORTS:

**7.A. COMMISSIONER MARK BLUMSTEIN** – town budget requests presented to the Dade delegation

- **7.B** COMMITTEE/BOARD REPORTS:
- 7.C TOWN MANAGER'S REPORT:
  - 7.C.1 TOWN MANAGER SELECTION CRITERIA AND TIMELINE [TAB 7C1]
  - 7.C.2 COMMUNITY CENTER
    - (A) ARCHITECTURAL SERVICES CONTRACT [TAB 7C1A]
    - (B) **DEMOLITION CONTRACT**[TAB 7C1B]
    - (C) MODULAR SPACE [TAB 7C1C]

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE INTERIM TOWN MANAGER TO ENTER INTO A LEASE AGREEMENT WITH MODULAR SPACE CORPORATION FOR THE LEASE OF SIX (6) MODULAR BUILDINGS, PROVIDING FOR IMPLEMENTATION OF AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE;

- (D) FINANCING OPTIONS Presentation by SunTrust Bank of South Florida, Delle Joseph, First Vice President, Institutional and Government Banker [TAB 7C1D]
- 7.C.3 UPDATE ON TOWN INVESTMENTS WITH THE STATE BOARD OF ADMINISTRATION (SBA) [TAB 7C3]
- 7.C.4 FPL REQUEST FOR ESTIMATE FOR UNDERGROUNDING LINES [TAB 7C4]

**OTHER ITEMS** 

- 7.D TOWN ATTORNEY'S REPORT:
  - 7.D.1 Parking Permits on Residential Streets [TAB 7D1]
- 8. **DISCUSSION ITEMS:** 
  - **8.A MAYOR BURKETT:** 
    - **8.A.1** Parking issues Valet Parking; Residential Parking and LAZ Parking of FLA [TAB 8A1]

#### **8.B** COMMISSIONER BLUMSTEIN:

#### **8.B.1** Election Poster Contest

#### 9. MAYOR'S ROUNDTABLE:

#### **10. ADJOURNMENT:**

- THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-893-6511 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING. HEARING IMPAIRED PERSONS MAY CONTACT THE TDD LINE AT 305-893-7936.
- IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.
- AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT www.townofsurfsidefl.gov
  - TWO OR MORE MEMBERS OF OTHER TOWN BOARDS MAY attend AT THIS MEETING.
- THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC, SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.

# Item 6.A RESOLUTION Calling for Election March 18, 2008

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR HOLDING A GENERAL MUNICIPAL ELECTION UNDER THE DATE OF MARCH 18, 2008 FOR THE ELECTION OF MAYOR AND ALL FOUR COMMISSIONERS OF THE TOWN OF SURFSIDE

## BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF SURFSIDE FLORIDA AS FOLLOWS:

Section 1. That in accordance with the provision of the Charter of the Town of Surfside (Chapter 27914, Laws of Florida, 1951,) as amended, a general municipal election is hereby directed to be held in the Town of Surfside at the Town Hall Commission Chambers, 9293 Harding Avenue, Surfside, Florida, from 7:00 o'clock a.m. until 7:00 o'clock p.m. Eastern Standard Time, on the 18<sup>th</sup> day of March, 2008, said date being the third Tuesday in March 2008, for the purpose of electing the Mayor and all four members of the Town Commission of the Town of Surfside and to fill any vacancy then existing. The candidates receiving the highest number of votes for Mayor and in each group for Commissioner in such election shall be elected as Mayor and as members of the Town Commission for terms of two (2) years. The terms of office of the Mayor and all Commissioners shall commence at 8:00 o'clock p.m. on the day following such election.

**Section 2.** That the Town Clerk is hereby directed to publish once in a newspaper of general circulation in the Town of Surfside, a notice of said general municipal election in substantially the following form, to-wit:

#### "NOTICE OF GENERAL MUNICIPAL ELECTION FOR ELECTING THE MAYOR AND ALL FOUR COMMISSIONERS OF THE TOWN OF SURFSIDE, FLORIDA MARCH 18, 2008

A general municipal election will be held on March 18, 2008 from 7:00 o'clock a.m. until 7:00 o'clock p.m. Eastern Standard Time, in the Town of Surfside, at the Town Hall Commission Chambers, Surfside, Florida, at which election the qualified electors participating therein will vote for the election of the mayor and all four commissioners of the Town of Surfside."

The election officials will be appointed in accordance with the Town Charter.

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Section 3. That the official ballot to be used at such general election shall be substantially as depicted on the attached "Exhibit A", to comply with applicable laws governing ballots and/or voting machines. The Town Clerk shall prepare or submit the ballot so that the names of the qualified candidates in each category will appear on said ballot in alphabetical order according to surname; provided, however, that said ballot and its preparation and arrangement shall be such as to comply with the laws of the State of Florida with respect to the use of voting machines.

Section 4. That the Town Clerk be and is hereby authorized and directed to perform and carry out such other and additional duties as may be imposed by the Town Charter, State Statute or Ordinance in the conduct of said election.

Passed and adopted this	day of	, 2008
_	Mayor	
Attest:		
Town Clerk		
Approved as to form and legal sufficient	ncy:	
Town Attorney		

#### **EXHIBIT "A"**

OFFICIAL GENERAL ELECTION BALLOT	
SURFSIDE, FLORIDA	March 18. 2008
MAYOR (Vote for one)	
(vote for one)	
COMMISSIONER – SEAT 1	
(Vote for one)	
COMMISSIONER – SEAT 2 (Vote for one)	
(vote for one)	
COMMISSIONER – SEAT 3	
(Vote for one)	
COMMISSIONER – SEAT 4 (Vote for one)	
	<b>(</b>
COMMISSIONER - SEAT 5	
(Vote for one)	

Resolution No.

## Item 6.B **RESOLUTION**

## Appointing a Canvassing Board for March 18, 2008 Election

#### RESOLUTION No.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPOINTING THE CANVASSING BOARD FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD MARCH 18, 2008; DESIGNATING AN ALTERNATE; ESTABLISHING A QUORUM AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in accordance with the provision of the Charter of the Town of Surfside (Article VI Nominations and Elections, Section 108) the Town Commission shall appoint a Canvassing Board which shall consist of the Town Manager, the Town Clerk and One Commissioner who shall be selected by the Town Commission at the time the election is called. to carryout the duties proscribed in the Town Charter

**WHEREAS,** the Town Commission has called a General Election for the election of a Mayor and Four Commissioners to the Town of Surfside Board of Commissioners to be held on the 18<sup>th</sup> day of March, 2008; and

**WHEREAS,** it shall be the duty of the canvassing board to canvass returns and certify the results of said the election

## NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF SURFSIDE FLORIDA , AS FOLLOWS:

- Section 1. the Town Commission hereby appoints the Town Manager, The Town Clerk and \_\_\_\_\_\_ a member of the Town Commission, to serve as the canvassing board to canvass returns and certify the results of the General Municipal Election to be held on Tuesday, March 18, 2008.
- **Section 2.** if any of the foregoing are unable or unwilling to serve on the Canvassing Board, the Town Attorney shall serve as an alternate,
- <u>Section 3.</u> Pursuant to the Town Charter, Article VI, Section 108 two members of the canvassing board shall constitute a quorum.
  - **Section 4.** this Resolution shall take effect immediately upon adoption..

Passed and adopted this	day of	, 2008
_	Mayor	
Attest:		
Town Clerk		
Approved as to form and legal sufficie	ency:	
Town Attorney		

## Item 6.C RESOLUTION Authorizing Agreement for IT Services

RESOLUTION No.
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A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN CONTRACT WITH CALVIN, GIORDANO & ASSOCIATES, INC. FOR GENERAL INFORMATION TECHNOLOGY SERVICES PURSUANT TO CGA PROPOSAL No. 07-1132; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Calvin, Giordano & Associates, Inc. has submitted a proposal to provide Information Technology Services to the Town by providing a full-time IT professional at Town Hall during normal hours of operation; and

WHEREAS, The Town Manager has recommended approval of the agreement,

## NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

- **Section 1. Recitals.** That the above and foregoing recitals are true and correct and are incorporated herein by reference.
- <u>Section 2.</u> <u>Contract.</u> The attached contract for General Information Technology Services, CGA Proposal No. 07-1132 is hereby approved.
- **Section 3. Effective date.** This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this	day of	, 2008
Attest:		
	Charles W. Burkett, May	yor
Beatris M. Arguelles, CMC Town Clerk		
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:		

Lynn M. Dannheisser, Town Attorney

## Item 6.D **RESOLUTION**

# Authorizing Agreement for DEP Grant for Stormwater Treatment Trains & Rehabilitation

#### RESOLUTION NO.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND THE DEPARTMENT OF ENVIRONMENTAL PROTECTION TO PROVIDE FINANCIAL ASSISTANCE FOR THE TOWN OF SURFSIDE TREATMENT TRAINS AND REHABILITATION PROJECT; AND PROVIDING AN EFFECTIVE DATE

**WHEREAS**, the Town Commission is concerned about the environment and recognizes that Total Maximum Daily Loads ("TMDL") are approaching; and

**WHEREAS**, the Town of Surfside ("Town") is undertaking a stormwater project to address pollution concerns in Biscayne Bay and to relieve flooding in low lying areas of the Town; and

**WHEREAS,** the State of Florida Department of Environmental Protection ("DEP") is prepared to provide financial assistance to the Town; and

**WHEREAS,** in order to receive financial assistance, DEP requires that the Town enter into an agreement with DEP;

**WHEREAS**, in order to meet the January 25, 2008 deadline on DEP's grant, the Town Manager signed DEP's grant application on behalf of the Town, contingent on the Town Commission's approval;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

**Section 1. Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Agreement Approved. DEP Agreement No. S0374 between the Town and DEP attached hereto as Exhibit "A" be, and the same is, hereby approved and the Town Manager is hereby authorized to execute the Agreement, on behalf of the

Town, once approved as to form and legal sufficiency by the Town Attorney. The terms of said Agreement, however, shall be made retroactive to January 25, 2008.

Section 3. Implementation. The Town Manager is hereby authorized to take all action necessary to implement this Resolution and the Agreement in accordance with the terms, conditions and purposes of this Resolution and the Agreement.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this \_\_\_\_ day of January, 2008.

ATTEST:	Charles W. Burkett, Mayor	
Beatriz M. Arguelles, CMC Town Clerk		
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:		
Lynn M. Dannheisser, Town Attorney		

January 30, 2008

To: Mayor, Vice Mayor and Town Commission

From: Pam Brangaccio, Interim Town Manager

Re: Surfside Stormwater Treatment FDEP Grant Agreement

As the Commission is aware, the Vice Mayor, working with Amy Adams and Calvin Giordano has secured a Grant from the Florida department of Environmental Protection (DEP) to address pollution concerns in Biscayne Bay and to relieve flooding in low laying areas of the Town. The project involves the construction of three of the Town's outfall pipes, and pump stations to pump stormwater into drainage wells to eliminate stormwater pollutants from entering the Bay. Upstream, baffle boxes will also be installed to provide pretreatment prior to entering the wells.

The attached resolution and agreements require the approval of the Town Commission.

There are several things I need to share with the Commission:

Acceptance of the Grant had to occur prior to 1/25/08 to secure the funds. I became aware of this date, too late to have it on your 1/8/08 agenda, thus I requested from the Town Attorney, approval to sign DEP"s grant for the Town, contingent of course, on Town Commission Meeting on January 31, 2008. The attached resolution reflects this fact. There are also revisions needed to the grant agreement, from the review by the Town Attorney, which DEP has responded, "we'll revise after acceptance by the Town".

DEP will provide the Town, on a cost reimbursement basis an amount not to exceed \$873,000. The Town is responsible for providing a minimum match of \$873,000, for a total project cost of \$1,747,000. Of the \$1.7M, \$1.3M is actual construction; \$339,500 for professional services, and \$60,000 for water quality post-construction testing. The town will also need to provide public educational assistance on the Town's website and in the Surfside Gazette. The Town will also let the bid for construction of the project.

The Town's matching monies will fall over two fiscal years, and the majority of the expenditures can be allocated in FY08-09. Also, the Town will provide some in-kind services which can reduce the "Cash" needed for matching monies. Project construction will begin in 1<sup>st</sup> Quarter 2009, with construction completed prior to March 2009.

There are several funding options available to the Town, as noted below:

- a) the utilization of general fund unallocated fund balance (FY Audited \$5.3M)
- b) utilization of the special project fund (FY 06 Audited Balance \$2.2m)

c) Utilization of \$829,000 allocated to the Town from the 2004 Miami-Dade Building Better Communities General Obligation Bonds.

Funding Options A&B instead is recommended for the design of the community ctr, as well as the demotion of the current community center, as well as the initial setup of the modular units for the Library and Community Center. In addition, the amount of the General Fund Unallocated Fund Balance need to be confirmed by the Fiscal Year 2007 Audit, which will not be completed until this spring. After the audit is completed, the Town Commission could consider utilizing a portion of the unallocated fund balance towards the community center project, to reflect General Fund Balance of a more realistic 15% to 20% of the 10Million General Fund.

For Funding Option C, NONE of these monies have been expended to-date by the Town. There are water & sewer projects under review with Calvin Giordano, and monies will be needed at a future date, but the storm water project is important for both water quality and quantity improvements, These monies are currently limited to water and sewer capital projects, but a request can be made by Resolution of the Town Commission, which then requires Miami Dade Commission approval. The process will take 2-3 months for amending the project description. If this cannot be approved, then the Special Project Fund would be the recommended funding match. Interest earnings only were budgeted as revenue in FY 07-08, with no specific projects noted in the FY 07-08 Budget. The utilization of these funds can only be approved by resolution of the Town Commission.

I am concerned currently with the Town's ability to meet the reporting and audit requirements to DEP. Thus, I have requested that Calvin Giordano provide those services to the Town, as they will be Project Manager. The Town's ability to meet the reporting requirements, will improve with the filling of two vacant financial positions. But, Calvin Giordano will be responsible as Grant Manager for providing progress report forms and payment request funds to DEP, and to advise the Town on any special audit requirements.

In summary, the following actions are requested:

- 1. Approval of the Resolution approving the agreement
- 2. Direction to the Town Manager and Attorney on matching funds.

#### **DEP AGREEMENT NO. S0374**

#### STATE OF FLORIDA GRANT ASSISTANCE PURSUANT TO LINE ITEM 1822 OF THE 2006-2007 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the TOWN OF SURFSIDE, whose address is 9293 Harding Avenue, Surfside, Florida 33154 (hereinafter referred to as "Grantee" or "Recipient"), a local government, to provide financial assistance for the Surfside Stormwater Treatment Trains and Rehabilitation.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

- 1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A, Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.
- 2. This Agreement shall begin upon execution by both parties and end no later than forty-nine (49) months, inclusive. The Grantee shall not be eligible for reimbursement for work performed prior to the execution date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- 3. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$873,500. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$873,500 toward the project described in Attachment A. Prior written approval from the Department's Grant Manger shall be required for changes between budget categories up to 10% of the total budget. The DEP Grant Manager will transmit a copy of the written approval and revised budget to the DEP Procurement Office and the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal change order to the Agreement. Any change in the budget that increases or decreases the total funding amount will require a formal amendment to the Agreement. If the Grantee finds, after receipt of competitive bids, that the work described in Attachment A cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Grant Work Plan described in Attachment A to provide for the work that can be accomplished for the funding identified above.
  - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed **Attachment B**, **Payment Request Summary Form**. In addition to the summary form, the Grantee must provide from its accounting system, a listing of expenditures made under this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. Travel will not be reimbursed under the terms and conditions of this Agreement.
  - C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within 30 calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative

costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <a href="http://www.fldfs.com/aadir/reference%5Fguide">http://www.fldfs.com/aadir/reference%5Fguide</a>.

- 4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
- 5. The Grantee shall submit Attachment B, Payment Request Summary Form, in conjunction with quarterly progress reports The Grantee shall utilize Attachment C, Progress Report Form, to describe the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.
- 6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
- 7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
  - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
- 8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
- 9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- 10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment D**, **Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to **Attachment D** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment D**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment D**, **Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_\_\_.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

#### https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

- 11. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
  - B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- 12. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
- 13. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
- 14. The Department's Grant Manager for this Agreement is identified below.

Eric Livingston	
Florida Departmen	t of Environmental Protection
Bureau of Watersh	ed Management
2600 Blair Stone F	Road
Tallahassee, Floric	la 32399-2400
Telephone No.:	850-245-8430
SunCom No.:	205-8430
Fax No.:	850-245-8434
E-mail Address:	Eric.livingston@dep.state.fl.us

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15. The Grantee's Grant Manager for this Agreement is identified below.

Pamela Brangacci	0
Town of Surfside	
9293 Harding Ave	nue
Surfside, Florida	33154
Telephone No.:	305-993-1052
Fax No.:	305-993-5097
E-mail Address:	Pbrangaccio@townfsurfsidefl.gov

- 16. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
- 17. The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.
- 18. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
- 19. The purchase of non-expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Agreement.
- 20. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, task timeline within current authorized Agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
- 21. If the Grantee's project involves environmentally related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as Attachment E, Quality Assurance Requirements.
- A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
  - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is

responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.

- 23. Land acquisition is not authorized under the terms of this Agreement.
- 24. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

TOWN OF SURFSIDE	STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
By: Rowgaw Title: * Town marager	By: Secretary or designee
Date: $1/2 Z/0 \%$	Date://6/07
	Who derdot for
	Exic Livingston, DEP Grant Manager  L. Webbie Skelton
	DEP Contracts Administrator  Approved as to form and legality:
	Marin bw-
	DEP Attorney

FEID No.:<u>59-6000434</u>

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment Attachment Attachment Attachment Attachment	A B C D E	Grant Work Plan (7 Pages) Payment Request Summary Form (2 Pages) Progress Report Form (2 Pages) Special Audit Requirements (5 Pages) Quality Assurance Requirements (8 Pages)

<sup>\*</sup>For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

#### ATTACHMENT A GRANT WORK PLAN

**Funds** 

PROJECT: SURFSIDE STORMWATER TREATMENT TRAINS & REHABILITATION

PROJECT FUNDING:

\$873,500

**DEP TMDL Grant** 

\$873,500

Match Funds

LEAD ORGANIZATION:

Town of Surfside Stormwater Utility

**CONTACT PERSON:** 

Pam Brangaccio, Town Manager

Town of Surfside 9293 Harding Avenue Surfside, Florida 33154

305-993-1052 305-993-5097 Fax

pbrangaccio@townofsurfsidefl.gov

#### **COOPERATING ORGANIZATIONS:**

Town of Surfside Stormwater Utility

#### PROJECT ABSTRACT:

Recognizing that TMDLs are approaching and embracing environmental consciousness, the Town of Surfside is undertaking a stormwater project to address pollution concerns in Biscayne Bay and to relieve flooding in low lying areas of Town. The Town has no stormwater treatment facilities on its five outfall pipes to the Bay. The Town is built out with no land for traditional treatment BMPs. On three of the outfall pipes the proposal is to construct pump stations and pump stormwater into drainage wells to eliminate stormwater pollutants from entering the Bay. Upstream of the pump stations, baffle boxes will be installed to provide pretreatment prior to entering the wells. This project complements the Towns efforts to update its current comp plan and stormater master plan (Giordano, 2008) that will include the incorporation and adoption of LID (Low Impact Design) features to the greatest applicable extent when rebuillding or new building occurs in both residential and commercial zoning areas in the Town's stormwater regulations.

The existing drainage basin for this project site is 137.8 acres of predominantly single family residential property. At outfalls on Carlyle Ave and 95<sup>th</sup> Street the road right-of-way extends to the water at the dead ends of the streets. There is a one lot depth of vacant land at these outfalls where the baffle boxes, pump houses, and wells will be installed. On Surfside Blvd. there is insufficient land for a pump house, so an underground pump station will be constructed in the road right-of-way. It is anticipated that the project will reduce pollutant loadings to Biscayne Bay by 7,983 kg/yr for TSS, 75.2 kg/yr for TP, and 584 kg/yr for TN. The on-going public education component will include coverage of the project in the *Miami Herald* and *Miami Sun Post* newspapers. The Town's website and newsletter, *The Surfide Gazette*, will have feature stories on the project. Press releases will be distributed during construction and upon phased completion. Project meetings will be held with residents to promote the resource values associated with this project. In addition, project information will be featured on Miami-Dade County's local government TV station. Further, the Town will conduct two Town charettes to raise awareness about stormwater treatment and homeowner best management practices. The proposed 319(h) request is \$873,500 to be used toward the \$1,747,000 project. Funds will be utilized for construction in late 2008-early 2009. Water quality monitoring has been planned for the project.

#### PROJECT LOCATION AND WATERSHED CHARACTERISTICS:

The project is located in Section 7, Township 53 South, Range 12 East, in the Town limits of Surfside, Dade County, Florida. To the south of the Town is Miami Beach and to the north is Bal Harbor. The topography of the town has a high sand ridge along the beach and SR A1A that rapidly falls off westerly to low lying residential properties. The stormwater system in the Town consists of stormdrain pipes which discharge directly into Biscayne Bay with no stormwater treatment. The residential areas are so low that the ground water is only about 2 feet deep, eliminating the use of exfiltration practices. During high tides the Bay backs up through the storm drains and into the streets, which

prevents the use of wet ponds. All of the Bay frontage properties in the town have seawalls. Runoff from SR A1A enters FDOT stormdrains, which flows via 2 pump stations to the Bay.

The drainage basin for the project is 131.8 acres, of which 127.1 acres is residential property and 4.7 acres is high intensity commercial property along SR A1A.

Watershed Name: NPS Priority Watershed: Everglades

**Latitude: 25.8829** 

**Longitude:** 80.1269

Hydrologic Unit Code(HUC): 03090202

Land Uses within the Watershed (acres and percentages of total):

Land Use	Acres	%
Residential	127.1	96.4
Commercial	4.7	5.3
Land Use Totals (Acreage and %)	131.8	100

#### POLLUTION REDUCTION STRATEGY:

- a. Identification of the causes and sources or groups of similar sources that will need to be controlled to achieve the load reductions estimated in this watershed-based plan.
- The Town of Surfside's 5-year Capital Improvement Program: The Town is currently holding charette planning meetings (publicized on its website) to update its CIP and budget allocations for FY08-09. The project is listed in the newest CIP List approved through the charette process. It will address a long-term concern for all residents of the Town, who have complained to the Town for at least a decade about water backing into the streets and poor water quality in the adjacent Biscayne Bay along the Town's shores.

By addressing stormwater concerns within the Town, the project will also address long term issues raised by several regional groups working within Miami-Dade County to address the restoration of natural resources in Biscayne Bay. The project directly addresses The Trust for Public Land's Biscayne Bay Accessibility report issued in 2006, that has several goals. This project directly addresses Toll's goal to:

- 1. Promoting a county-wide Biscayne Bay organization to sustain the effort to protect the Bay.
- 2. Improving and integrating Bay-oriented communications, including publications, online resources, and other information sharing. (see attachments for a copy of the Report executive summary.)

This project supports the SFWMD's Biscayne Bay Partnership Initiative (BBPI), which has recommended the following action for the restoration of watersheds:

• Support ongoing regional restoration plans and land-based activities occurring in the watershed should be integrated and coordinated with existing management processes.

The project implements goals set forth by the South Miami-Dade Watershed Plan, initiated by the Miami-Dade County Department of Planning and Zoning that examines the impact of different land use patterns on the water quality of Biscayne Bay. The South Dade Watershed Plan complement water management activities by developing a set of best management practices for all sources of water runoff into Biscayne National Park and adjacent communities, and by assuring the compatibility of land uses and zoning decisions.

Finally, this project complements the Towns efforts to update its current comp plan and stormater master plan (Giordano, 2008) that will include the incorporation and adoption of LID (Low Impact Design) features to the greatest applicable extent when re-building or new building occurs in both residential and commercial zoning areas in the Town's stormwater regulations.

b. An estimate of the load reductions expected for the management measures described under item (c) below.

This project is anticipated to reduce estimated pollutant loadings of TSS by 90%, phosphorus by 90% and nitrogen by 90%.

c. A description of the NPS management measures that will need to be implemented to achieve the load reductions estimated under item (b) above and an identification of the critical areas in which those measures will be needed to implement the plan.

The Town of Surfside will use treatment trains of baffle boxes, pumps, and drainage wells to reduce pollutant loadings from three outfalls to Biscayne Bay. Runoff from the Town discharges to Biscayne Bay, which is on Florida's Group 4 Verified List of impaired waters. The pollutant of concern for this water body is fecal coliforms.

d. An estimate of the amounts of technical and financial assistance needed associated costs, and/or the sources and authorities that will be relied upon to implement this plan.

There are no technical challenges for the proposed project. The project involves the use of well-understood processes and construction methods. The total cost estimate for the project is \$1,747,000: of which \$1,347,500 is for construction, \$339,500 is for professional services, and \$60,000 is for water quality post-construction testing.

e. An information/education component that will be used to enhance public understanding of the project and encourage their early and continued participation in selecting, designing, and the NPS management measures that will be implemented.

The Town has actively involved the community in the development of its environmental program by involving the public in the planning stage and improvement of the project area. As with all of government major stormwater improvement projects, educational signage will be erected at the site, which describes the benefits of this project on stormwater systems. The on-going public education component will include coverage of the project in the *Miami Herald* and *Miami Sun Post* newspapers. The Town's website and newsletter, *The Surfide Gazette*, will have feature stories on the project. Press releases will be distributed during construction and upon phased completion. Project meetings will be held with residents to promote the resource values associated with this project. In addition, project information will be featured on Miami-Dade County's local government TV station. Further, the Town will conduct two Town charettes to raise awareness about stormwater treatment and homeowner best management practices.

As with all MS4 entities, the Town is mandated to develop and implement a stormwater management program of quantifiable goals and BMPs for six minimum control measures. This project will assist the Town in its effort to implement all six of these goals including (1) Public Education and Outreach, (2) Public Participation/Involvement, (3) Illicit Discharge Detection and Elimination, (4) Construction Site Runoff Control, (5) Post Construction Runoff Control, and (6) Pollution Prevention Good Housekeeping.

f. A schedule for implementing the NPS management measures identified in this plan that is reasonably expeditious.

The Town will initiate the planning process in early October 2007. The current Project design and construction schedule is provided below. The project construction will be completed prior to March 2009.

#### Project's Projected Quarterly Completion Schedule

Final Design and Environmental Permitting: Second Quarter 2008

Bidding: Third Quarter 2008 Construction: Fourth Quarter 2009

Education: Third Quarter 2007-Fourth Quarter 2009

g. A description of interim, measurable milestones for determining whether NPS management measures or other control actions are being implemented.

The SFWMD has been utilizing the seagrass propagation in this area as a measurable milestone for showing decrease in stormwater impact on the natural system and restoration or improvement in water clarity for the water body. Until TMDLs and PLRGs are developed and fully adopted in 2008-09, the Town will continue to rely on the WMD's method of measuring a decrease in NPS impacts on a natural system.

DEP Agreement No. S0374, Attachment A, Page 3 of 7

h. A set of criteria that can be used to determine whether loading reductions are being achieved over time and substantial progress is being made toward attaining water quality standards and, if not, the criteria for determining whether this watershed-based plan needs to be revised or, if a NPS TMDL has been established, whether the NPS TMDL needs to be revised.

This waterbody is on DEP's Group 4 Verified List. Again, it is anticipated that TMDLs and PLRGs will be established for the Biscayne Bay and utilized by the Town for planning reference.

i. A monitoring component to evaluate the effectiveness of the implementation efforts over time, measured against the criteria established under item (h) immediately above.

Post-project monitoring will be implemented to estimate the pollutant load removals resulting from the project BMPs.

#### PROJECT OBJECTIVE(S):

The project water quality treatment improvement goals are to:

- (1) reduce pollutants and fresh water flows to Biscayne Bay by pumping stormwater discharges into drainage wells;
- (2) reduce sediments by 90%, TP by 90%, and TN by 90%;
- (3) To implement an educational program that will highlight the benefits of this project to improve water quality in the intercoastal canal and Biscayne Bay; and
- (4) To implement a water quality monitoring program that will provide feedback on the pollutant removal efficiency of the BMPs.

#### PROJECT DESCRIPTION:

The Town of Surfside lies on the barrier island between the ocean and the Biscayne Bay. Rainfall flows down gridded streets from east to west with no stormwater treatment facilities in the Town. Runoff from State Road A1A eastward enters FDOT storm drains and flow out to the Bay via a pump station on 88th Street. Runoff west of A1A enters the Town's stormwater system and flows westward to the Bay untreated via six storm drain systems. Within one block west of A1A the land elevation drops rapidly giving shallow ground water depths. Shallow groundwater prevents the use of exfiltration practices west of A1A. There are wide tidal fluctuations in this area of low land elevations, causing saltwater to backup periodically through the Town's storm drains and into the streets and yards. These high water levels and the lack of available land preclude the use of wet detention ponds in the Town. Installing baffle boxes at the outfalls is not a viable option because the high sea levels will backup into the boxes and submerge any gross solids captured in screens. Submerging the grass and leaves will leach out the nutrients, negating any benefits for nutrient reductions. Also, baffle boxes offer no reduction of the TMDL parameter of bacteria. The only feasible method of keeping stormwater pollutants out of Biscayne Bay is to install pumps and pump runoff into drainage wells, a common practice in the Miami area.

The proposed stormwater project consists of retrofitting three of the Town's outfall pipes to reduce pollutants and fresh water entering Biscayne Bay. At the end of 95<sup>th</sup> St. and Carlisle Ave. the road right-of-way extends to the water even though the pavement stops short. There is space between the ends of the road and the seawalls to construct water quality improvements. On Surfside Blvd. there is no available vacant land to construct an above ground pump station, so an underground pump station will be constructed in the road right-of-way behind the curb line near the ourfall. The proposed facilities at each location will consist of a stormwater pump station which pumps water into a new drainage well. In order to address pollution concerns for a DEP drainage well permit, it is proposed to install Nutrient Separating Baffle Boxes upstream of the pump station to provide treatment before the runoff enters the groundwater. This practice is widely used in the Key West area where similar conditions preclude the use of traditional treatment practices. The drainage well will be shallow, 30' – 40' deep, putting fresh water into the surficial aquifer. Water wells are not used in the Town for potable purposes, only for irrigation. During large storms stormwater will bypass the pumps and flow to the river.

The pump stations and wells will be sized to pump water from a one inch storm, with high flows bypassing the well and flowing out to the Bay. Pollutant removals are calculated on the same principal as for dry retention ponds, where 90% of

all runoff percolates into the ground, removing 90% of all pollutants from downstream waters. It is anticipated that these proposed stormwater facilities will provide annual pollutant removals of 7,982 kg/year of TSS, 75.2 kg/year of TP, and 584 kg/year of TN.

#### Task 1: Survey Project Site

Description: The Town's engineering consultant will prepare a complete survey of the improvement locations.

Deliverables: A complete survey of the project locations.

#### Task 2: Engineering Design

Description: The Town's engineering consultant will prepare design specifications and construction documents for installation of the improvements. The improvements will be installed on property within existing drainage easements. Deliverables: A complete set of design and construction drawings with construction specifications with permits.

#### Task 3: Prepare, Send, Receive, Evaluate and Award Construction Bid

Description: Town personnel and Town's engineering consultant will prepare, advertise for, send, receive, and evaluate bids for construction of the improvements. An award will be made; contracts signed and notice to proceed given. Deliverables: A construction contract with a Notice to Proceed given to the responsible low bidder.

#### **Task 4: Construction of Stormwater Facilities**

Description: The Town's selected contractor will construct the stormwater BMP improvements.

Deliverables: The acceptance of the facilities as completed facilities according to design.

#### Task 5: Implementation of Water Quality Monitoring Program

Description: A Monitoring Plan will be submitted to FDEP once final design is completed. The Monitoring Plan will be designed to determine pollutant load reduction associated the project including storm event sampling.

Deliverables: Bi-monthly stormwater reports, storm event autosampler reports, and twice-a-year stormwater analysis reports will be completed.

#### Task 6: Post Grant Project Administration

Description: After the grant has been awarded, the Town's grant administrator shall provide ongoing monitoring of project schedules to assure compliance with timelines outlined in the grant contract. Required grant quarterly reports to DEP, construction contract coordination with DEP, and preliminary and final project reports will be written by the grant administrator.

Deliverables: Quarterly reports to DEP and preliminary and final project reports will be written by the Town's consultant.

#### Task 7: Implementation of Education Component

Description: The on-going public education component will include coverage of the project in the Surfside area and Miami newspapers. The Town's website will have feature stories on the project. Press releases will be distributed during construction and upon phased completion. Project meetings will be held with Town residents to promote the resource values associated with this project. In addition, project information will be featured on Miami-Dade County's local government TV station. Further, the Town will conduct two charettes to raise awareness about stormwater treatment and homeowner best management practices. The campaign will utilize three different strategies to reach homeowners adjacent to the project and Town residents at large with the outreach message.

Deliverables: Quarterly information regarding the status of the project conveyed to the public. Photos will be taken throughout the design and construction phases of the project and will be provided with the final report. Educational signage will be provided on site.

**Strategy Deliverable** 

I. Public Charettes Meeting Agendas, PowerPoint

presentation

II. Notification Mail outs (~1,000)

III. News Articles In a local news paper, town publications, town website, and via the local public government

TV station throughout the life of the project.

This component will be completed by the Town.

#### ESTIMATED POLLUTANT LOAD REDUCTION:

	BMPs Installed eatment	TSS kg/yr	TP kg/yr	TN kg/yr	Sediment kg/yr	BOD kg/yr	Other kg/yr	Other kg/yr
Tr	ains		2.					
<u>s</u>	Pre-Project	8,869	83.6	649.1				
t Loads	Post- Project	887	8.4	64.9				
Pollutant	Load Reduction	7,982	75.2	584.2				
Po	% Reduction	90	90	90				

MODEL USED: Harper Simple Model. See Appendices 5 and 6.

#### **OUTPUTS/DELIVERABLES:**

#### **PROJECT MILESTONES:**

Task	Activity	Start	Complete
1	Surveying	Begin Month 3	Month 3
2	Engineering Design and Permitting	Begin Month 4	Month 12
3	Bidding	Begin Month 13	Month 14
4	BMP Construction	Begin Month 16	Month 20
5	BMP Monitoring	Begin Month 20	Month 30
6	Grant Administration	Begin Month 2	Month 36
7	Educational	Begin Month 2	Month 36

#### PROJECT BUDGET:

Project Funding Activity	Grant Amount	Matching Contribution	Match Source *
Staff		\$8,000	SSU
Travel			
Equipment			
Supplies			
Contractual		\$281,500	SSU
BMP Implementation	\$873,500	\$474,000	SSU
Monitoring		\$60,000	SSU
Public Education		\$10,000	SSU
Other:		\$40,000	SSU
Total:	\$873,500	\$873,500	
Total Project Cost:	\$1,747,000		

<sup>\*</sup>If a stormwater utility or other dedicated recurring fee is contributing, put that information in the following table.

#### MATCH SOURCE INFORMATION:

Match Source Name	Description	ERU/Fee
SSU	Surfside Stormwater Utility	\$7.00/ERU

#### **BUDGET BY TASK:**

Project Funding Activity	Grant Amount	Matching Contribution	Match Source
Survey Project Sites		\$20,000	SSU
Engineering Design		\$261,500	SSU
Bid Project		\$8,000	SSU
Construct Stormwater Facilities	\$873,500	\$474,000	SSU
BMP Monitoring		\$60,000	SSU
Post-Grant Project Administration		\$40,000	SSU
Implement Education Component		\$10,000	SSU
Total:	\$873,500	\$873,500	
Total Project Cost:	\$1,747,000		

#### OTHER FUNDING (Not Match - such as land acquisition or other federal grants):

Agency	Activity	Amount	
		· · · · · · · · · · · · · · · · · · ·	
	Total:		

**REFERENCES CITED:** Harvey Harper – Stormwater Loading Rate Parameters for Central and South Florida – 1994, and ASCE Guide for BMP Selection in Urban Developed Areas – 2001.

#### ATTACHMENT B PAYMENT REQUEST SUMMARY FORM

Grantee:	Grantee's Grant Manager:		
Mailing Address:			
	Payment Request No.:		
DEP Agreement No.: S0374			
Date Of Request:	Performance		
-	Period:		
Amount	Percent Matching		
Requested:\$	Required:		

#### **GRANT EXPENDITURES SUMMARY SECTION**

[Effective Date of Grant through End-of-Grant Period]

THIS REQUEST	CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
\$N/A	\$N/A	\$	\$
\$N/A	\$N/A	\$N/A	\$N/A
\$N/A	\$N/A	\$N/A	\$N/A
\$N/A	\$N/A	\$	\$
\$	\$	\$	\$
\$N/A	\$N/A	\$	\$
\$N/A	\$N/A	\$	\$
\$N/A	\$N/A	\$N/A	\$N/A
\$N/A	\$N/A	\$	\$
\$N/A	\$N/A	\$N/A	\$N/A
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	\$N/A \$N/A \$N/A \$N/A \$N/A \$N/A \$N/A \$N/A \$N/A \$N/A \$N/A \$N/A \$N/A	\$N/A \$N/A \$N/A \$N/A \$N/A \$N/A \$N/A \$N/A	PAYMENTS         \$N/A       \$N/A       \$N/A         \$       \$       \$         \$       \$       \$         \$       \$       \$         \$       \$       \$         \$       \$       \$

#### **GRANTEE CERTIFICATION**

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

#### INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

**GRANTEE:** Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

**DEP AGREEMENT NO.:** This is the number on your grant agreement.

**DATE OF REQUEST:** This is the date you are submitting the request.

**AMOUNT REQUESTED:** This should match the amount on the "TOTAL AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.

PERCENT MATCHING REQUIRED: Enter your match requirement here.

#### **GRANT EXPENDITURES SUMMARY SECTION:**

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out during the invoice period for which you are requesting reimbursement. This must agree with the budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of the Agreement on the "AGREEMENT AMOUNT" line. Enter the total cumulative amount of this request and all previous payments on the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "AGREEMENT AMOUNT" for the amount to enter on the "TOTAL REMAINING IN GRANT" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been claimed to date for reimbursement by budget category. The final report should show the total of all payments; first through the final payment (this amount cannot exceed the approved budget amount for that budget category). Enter the column total on the "TOTALS" line. Do not enter anything in the shaded areas.

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the invoice period. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "AGREEMENT AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "AGREEMENT AMOUNT" for the amount to enter on the "TOTAL REMAINING IN GRANT" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category. Put the total of all on the line titled "TOTALS." The final report should show the total of all claims, first claim through the final claim, etc. Do not enter anything in the shaded areas.

<u>GRANTEE CERTIFICATION</u>: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

#### ATTACHMENT C

#### PROGRESS REPORT FORM

DEP Agreement No.:	S0374
Grantee Name:	
Grantee Address:	
Grantee's Grant Manager:	Telephone No.:
<b>Quarterly Reporting Period:</b>	
Project Number and Title:	
Provide a summary of projec	t accomplishments to date. (Include a comparison of actual
accomplishments to the obje	ectives established for the period. If goals were not met,
provide reasons why.)	• 6
Provide an update on the estin	nated time for completion of the project and an explanation
for any anticipated delays.	•
	·
Provide any additional pertine	nt information including, when appropriate, analysis and
explanation of cost overruns or	r high unit costs.
	j

(continued from	page 1)	· · · · · · · · · · · · · · · · · · ·					
·			į.				
Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.)							
Provide a project	budget update, coi		t budget to actual	costs to date.			
Budget Category	Total Project Budget	Expenditures Prior to this Reporting Period	Expenditures this Reporting Period	Project Funding Balance			
·							
	nitted in accordance bely reflects the activi						
Signature of Grante	ee's Grant Manager			Date			

#### ATTACHMENT D

#### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement) to the recipient (which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### **MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

#### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

- 1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
- 2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- 3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
- 4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at http://12.46.245.173/cfda/cfda.html.

### PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

- 1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- 2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- 4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <a href="https://apps.fldfs.com/fsaa">https://apps.fldfs.com/fsaa</a> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <a href="http://www.leg.state.fl.us/Welcome/index.cfm">http://www.leg.state.fl.us/Welcome/index.cfm</a>, State of Florida's website at <a href="http://www.fldfs.com/">http://www.fldfs.com/</a>, Department of Financial Services' Website at <a href="http://www.fldfs.com/">http://www.fldfs.com/</a> and the Auditor General's Website at <a href="http://www.state.fl.us/audgen">http://www.state.fl.us/audgen</a>.

### PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

### PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient <u>directly</u> to each of the following:

A. The Department of Environmental Protection at the following address:

### **Audit Director**

Florida Department of Environmental Protection Office of the Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- 2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

### **Audit Director**

Florida Department of Environmental Protection Office of the Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

- 3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
  - A. The Department of Environmental Protection at the following address:

### **Audit Director**

Florida Department of Environmental Protection Office of the Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

B. The Auditor General's Office at the following address:

State of Florida Auditor General Room 401, Claude Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to the Department of Environmental Protection at the following address:

### **Audit Director**

Florida Department of Environmental Protection Office of the Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

- 5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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## EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

	State Appropriation Funding Amount Category		
rsuant to this Agreement Consist of the Following:			
ent Pursuant to thi	CFDA Number		
deferal Resources Awarded to the Recipient Pur	Federal Agency		
Federal Reson	Federal Program Number		

_		
.su	State Appropriation Category	
es for Federal Proors	Funding Amount	
State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:	CFDA Title	
Pursuant to this	CFDA	
es Awarded to the Recipient	Federal Agency	
State Resourc	Federal Program Number	

4 7 70						
State Kesour	state Resources Awarded to the Recipient Pursual	ursuant to this	Agreement Co	int to this Agreement Consist of the Following Resources Subject to Section 215.97 F.S.:	to Section 215.97, F.S.	T.
State				CSFA Title		State
Program		State	CSFA	IO		Appropriation
Number	Funding Source	Fiscal Year	Number	Funding Source Description	Funding Amount	Category
Original	Water Quality Assurance	2006-2007	37.039	Statewide Surface Water Restoration	\$873 500 00	140076
Agreement	Trust Fund, Line Item 1822			and Wastewater Projects	200	0 000

Total Award \$873,500.00	of Federal Domestic Assistance (CFDA) Idfs.com/fsaa/searchCatalog.aspx]. The uired by the recipient is clearly indicated
Total Award	For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

### ATTACHMENT E

### **Quality Assurance Requirements For State Funded NPS BMP Monitoring Agreements**

1. All sampling and analyses performed under this Contract must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and "Requirements for Field and Analytical Work performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.

### 2. LABORATORIES

- a. The CONTRACTOR shall ensure that all laboratory testing activities are performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured.
- b. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of Contract execution between the laboratory and the CONTRACTOR. Within six months of this Contract execution, the laboratory shall be fully certified for all applicable matrix/method/analyte combinations to be performed. Regardless of when the laboratory receives certification, the laboratory must implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC) upon Contract execution.
- c. Laboratories shall maintain certification as specified in item 2.a above during the life of the Contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately subcontracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The CONTRACTOR shall notify the DEP contract manager in writing before any change to a sub-contracted laboratory is made.
- d. A copy of the DoH ELCP Certificate and the associated list of specific fields of accreditation for each contracted or sub-contracted laboratory shall be provided to the DEP contract manager upon Contract execution or upon receiving DoH certification (see items 2.a and 2.b above).
- e. The CONTRACTOR shall ensure that an acceptable initial demonstration of capability (IDOC), as described in Appendix C of Chapter 5 of the NELAC Standards is performed. Each laboratory that performs any of the proposed matrix/method/analyte combination(s) must have the requisite IDOC documentation and supporting laboratory records. IDOCs shall be performed before the test procedure is used to generate data for this Contract. If requested by the Department, documentation that supports the IDOC shall be made available for review.
- f. When performance test samples are not required by DoH ELCP for certification, the laboratory shall obtain, analyze and evaluate performance test samples, standard reference materials (SRM) or other externally assayed quality control (QC) samples, hereinafter known collectively as quality control check (QCC) samples.
  - (i) The laboratory shall ensure that the selected QCC samples(s) represent all matrix/method/analyte combinations that are not subject to certification requirements.
  - (ii) These samples shall be analyzed at six-month intervals and the results shall be within the acceptable range established by the QCC sample provider.
- g. Any non-standard laboratory procedures or methods that are proposed for use (i.e., those not approved by DEP for standard environmental analyses) shall be submitted for review and approval in accordance with DEP-QA-001/01, "New and Alternative Analytical Laboratory Methods," February 1, 2004. These procedures or methods shall be approved by the DEP contract manager before use under this Contract and must be cited or described in the required planning document (see Section 6).
- h. The CONTRACTOR shall ensure that Practical Quantitation Limits (PQLs) and Method Detection Limits (MDLs) required by the Contract are listed in the planning document (see Section 6).
- i. The CONTRACTOR shall ensure that the selected laboratory test methods listed in the planning document can provide results that meet the Contract data quality objectives.
- j. The CONTRACTOR shall ensure that all laboratory testing procedures follow the analytical methods as approved in the planning document (see Section 6).
- k. The CONTRACTOR shall ensure that the all laboratory quality control measures are consistent with Chapter 5 of the NELAC standards.
- 1. In addition, the CONTRACTOR shall ensure that the quality control requirements specified in the attached addenda are followed.
- m. The CONTRACTOR shall ensure that all sample results are calculated according to the procedures specified in the analytical methods approved in the planning document.

### 3. FIELD ACTIVITIES

- a. "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.
- b. The CONTRACTOR shall ensure that all sample collection and field testing activities are performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, February 1, 2004). The specific standard operating procedures (SOPs) to be used for this Contract shall be cited in the planning document (see Section 6).
- c. Any non-standard field procedure shall be submitted for review and approval to the DEP contract manager in accordance with section FA 2000 of DEP-SOP-001/01. All non-standard procedures and methods must be approved by the DEP contract manager before use under this Contract and must be cited or described in the planning document.
- d. Per the quality control measures outlined in the DEP SOPs (FQ 1000 and the calibration requirements of the FT-series for field testing), the CONTRACTOR shall ensure that the following field quality controls (and any additional quality control measures specified in the addenda) are incorporated into the project design:
  - (i) Matrix-Related Quality Controls The CONTRACTOR shall ensure that the laboratory is provided with sufficient sample volume to analyze at least one set of matrix spikes and either matrix spike duplicates or laboratory duplicates as follows:
    - (1) The first time a sample from a sample collection matrix (see Table FA 1000-1) is collected;
    - (2) The last time samples are collected for the sample collection matrix.
  - (ii) Field-Generated Quality Control (QC) Blanks Blanks associated with field activities as defined in FQ 1210 of the DEP SOPs shall be collected according to the requirements of FQ 1230.
    - (1) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the CONTRACTOR shall investigate and attempt to determine the cause of the QC blank contamination. The outcome of this investigation shall be reported and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination.
    - (2) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the CONTRACTOR shall ensure that the analyte in the affected sample is reported as estimated ("J" with a narrative explanation) unless the analyte concentration in the affected sample is at least 10 times the reported QC blank value concentration.

### 4. REPORTING, DOCUMENTATION AND RECORDS RETENTION

- a. The CONTRACTOR shall ensure that all laboratory and field records as outlined in Rules 62-160.240 and .340, F.A.C. are retained for a minimum of five years after the project completion.
- b. All field and laboratory records that are associated with work performed under this Contract shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
- c. The CONTRACTOR shall ensure that all laboratory reports are issued in accordance with NELAC requirements. These reports shall be submitted to the DEP contract manager as part of Quarterly Progress Reports and shall include the following information:
  - ▶ Laboratory sample identification (ID) and associated Field ID
  - ▶ Analytical/test method
  - ▶ Parameter/analyte name
  - ▶ Analytical result (including dilution factor)
  - Result unit
  - ▶ Applicable DEP Qualifiers per Table 1 of Chapter 62-160, F.A.C.
  - Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample, calibration failure, etc.) or other problem related to the analysis of the samples
  - ▶ Date and time of sample preparation (if applicable)
  - ▶ Date and time of sample analysis
  - Results of laboratory verification of field preservation
  - Sample matrix
  - ▶ DoH ELCP certification number for each laboratory (must be associated with the test result(s) generated by the laboratory)
  - ▶ MDL
  - ▶ PQL
  - ▶ Sample type (such as blank type, duplicate type, etc.)
  - Field and laboratory QC blank results:

- Laboratory QC blank analysis results as required by the method, NELAC Chapter 5 and the planning document (see Section 6 below);
- Field quality control results including trip blanks, field blanks, equipment blanks, and field duplicates (or replicates) as specified in the planning document (see Section 6)
- Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates, as applicable
- ▶ Results of surrogate spike analyses (if performed)
- ▶ Results of laboratory control samples (LCS)
- Link between each reported quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration failure, etc.) and the associated sample result(s)
- Acceptance criteria used to evaluate each reported quality control measure
- d. The CONTRACTOR shall ensure that the following field-related information is reported to the DEP contract manager:
  - ▶ Site and/or stormwater BMP name
  - ▶ Field ID for each sample container and the associated analytes (test methods) for which the container was collected
  - ▶ Date and time of sample collection
  - ▶ Sample collection depth, if applicable
  - ▶ Sample collection method identified by the DEP SOP number, where applicable
  - If performed, indicate samples that were filtered
  - Field test measurement results, if applicable:
    - DEP SOP number (FT-series), where applicable
    - Parameter name
    - Result
    - · Result unit
    - Applicable Data Qualifiers per Table 1 of Chapter 62-160, F.A.C.
  - Narrative comments discussing corrective/preventive actions taken for any failed QC measure (e.g., blank contamination, meter calibration failure, split sample results, etc.), unacceptable field measurement or other problems related to the sampling event.
- e. The CONTRACTOR shall submit the lab and field data above electronically in either Excel or Access format.

### 5. AUDITS

- a. AUDITS BY THE DEPARTMENT Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and/or laboratory activities. In addition to allowing Department representatives to conduct onsite audits, the CONTRACTOR, upon request by the Department, must provide all field and laboratory records pertinent to the contracted field and laboratory activities. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) or do not meet the data quality objectives specified by the Contract, the DEP contract manager shall pursue remedies available to the Department, including those outlined in Section 8 below.
- b. Planning Review Audits -
  - (i) Initial: Within 15 days of completing the first sampling and analysis event, the CONTRACTOR and all associated subcontractors shall review the planning document (see Section 6 below) relative to the completed field and laboratory activities to determine if the data quality objectives are being met, identify any improvements to be made to the process, and refine the sampling and/or analytical design or schedule. Within one month of the review, a summary of the review, including any corrective action plans or amendments to the planning document, shall be sent to the DEP contract manager and a copy shall be maintained with the permanent project records.
  - (ii) Ongoing: Planning reviews as described in item (i) above shall occur annually.
- c. QUALITY SYSTEMS AUDITS The CONTRACTOR and all subcontractors shall ensure that any required laboratory and field quality system and management systems audits are performed according to the respective Quality Manuals for each contracted and sub-contracted entity. These audits shall be documented in the CONTRACTOR's and subcontractors' records.
- d. STATEMENTS OF USABILITY As a part of the audit process and the final report, the CONTRACTOR shall provide statements about data usability relative to the Contract Data Quality Objectives and Data Quality Indicators specified in the planning document, this attachment and the addenda.
  - (i) The CONTRACTOR shall ensure that all acceptance and usability criteria required by this Contract not specified above are listed in the planning document.

- (ii) The CONTRACTOR shall ensure that the results of all quality control measures described above are evaluated according to the acceptance criteria listed in this attachment, the addenda and the planning document.
- (iii) The CONTRACTOR shall ensure that all sample results are evaluated according to the additional usability criteria specified in the planning document.

### 6. PLANNING DOCUMENT

- a. The CONTRACTOR shall submit the planning document identified below to the DEP contract manager no later than 120 days prior to the commencement of field and laboratory activities. Failure to submit the planning document in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved by the DEP contract manager. The document shall be submitted as a <u>Sampling and Analysis Plan or, if desired, as the final monitoring plan submitted to the DEP contract manager</u>. In either case, the plan shall include/discuss the information contained in the document "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection Under Contract", DEP-QA-002/02.
- b. The CONTRACTOR and subcontractors may submit a version of the planning document to the Department for approval no more than three times. If the CONTRACTOR fails to obtain approval for the planning document after the third (final) submission to the Department, the DEP contract manager may suspend or terminate the Contract.
- c. The DEP Contract number shall appear on the title page of the submitted planning document. Within forty-five (45) days of receipt of the properly identified planning document by the Department, the Department shall review and either approve the planning document or provide comments to the CONTRACTOR and affected subcontractors as to why the planning document is not approved. If further revisions are needed, the CONTRACTOR shall then have fifteen (15) days from the receipt of review comments to respond. The Department shall respond to all revisions to the planning document within thirty (30) days of receipt of any revisions.
- d. If the review of the planning document by the Department is delayed, through no fault of the CONTRACTOR, beyond sixty (60) days after the planning document is received by the Department, the CONTRACTOR shall have the option, after the planning document is approved, of requesting and receiving an extension in the term of the Contract for a time period not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the Contract.
- e. Sampling and analysis for the Contract may not begin until the planning document has been approved.
- Once approved, the CONTRACTOR shall follow the protocols specified in the approved planning document including, but not limited to:
  - Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
  - Using only the protocols approved in the planning document; and
  - Using only the equipment approved in the planning document.
- g. If any significant changes in procedures or test methods, changes in equipment, changes in subcontractor organizations or changes in key personnel occur, the CONTRACTOR shall submit appropriate revisions of the planning document to the DEP contract manager for review. The proposed revisions may not be implemented until they have been approved by the DEP contract manager. If the CONTRACTOR fails to submit the required revisions, the DEP contract manager may suspend or terminate the Contract.
- h. When the approved planning document requires modification, the amendments shall be
  - (i) Provided in a new planning document, or
  - (ii) Provided as amended sections of the current planning document, or
  - (iii) Documented through written or electronic correspondence with the DEP contract manager and incorporated into the approved planning document.

### 7. <u>Deliverables</u>

- a. The following lists the expected schedule for the deliverables that are associated with the Quality Assurance requirements of this Contract:
  - (i) Copy of DoH ELCP Certificate(s) and the associated list(s) of specific fields of accreditation, per item 2.d above.
  - (ii) Non-standard laboratory or field procedures The CONTRACTOR shall submit to the DEP contract manager all required information necessary for review of non-standard procedures per items 2.h. and 3.b. above.

- (iii) Reports of planning review audits as specified in item 5.b. above.
- (iv) Statements of Usability as specified in item 5.d. above.
- (v) Planning document per Section 6, above.

### 8. Consequences

- a. Failure to comply with any requirement of this attachment may result in:
  - (i) Immediate termination of the Contract.
  - (ii) Withheld payment for the affected activities.
  - (iii) Contract suspension until the requirement(s) has been met.
  - (iv) A request to refund already disbursed payments.
  - (v) A request to redo work affected by the non-compliant activity.
  - (vi) Other remedies available to the Department.

### Addendum 1 Quality Control Requirements for Laboratories Performing Chemical Analysis

In addition to the quality control requirements outlined in Chapter 5 of the NELAC Standards, the following quality control measures shall be implemented for this Contract. Note: "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.

- 1. Matrix-Related Quality Control Samples The CONTRACTOR shall ensure that samples associated with this Contract are used for matrix spikes, and either laboratory duplicates or matrix spike duplicates. The laboratory shall analyze these samples:
  - a. The first time samples from a sample collection matrix (see Table FA 1000-1) are submitted to the laboratory under this Contract for analysis. The laboratory shall select one or more of the received samples for use in composition of the matrix spike and duplicates.
  - b. The last time samples from the sample collection matrix are received and analyzed. The laboratory shall select one or more of the received samples for use in composition of the matrix spike and duplicates.
  - c. Spike levels must be at the concentrations specified in item 3 below.
  - d. If the selected sample concentration is expected to be below the Contract-specified practical quantitation limit (PQL) listed in the planning document, then matrix spike duplicates must be used.
- 2. Per NELAC Chapter 5 requirements, as least one Laboratory Control Sample (LCS; also known as Laboratory Fortified Blank) shall be prepared, analyzed and evaluated with each batch of 20 samples or less.
  - a. The acceptance criteria for the LCS shall be specified in the planning document.
  - b. If the LCS is unacceptable, the samples associated with the LCS shall be reprocessed with a new LCS. If the samples cannot be reprocessed, the data must be appropriately qualified.
- 3. For applicable analytes denoted in the planning document, a QC check sample, standard reference material (SRM) or other quality control sample, hereinafter identified collectively as quality control check samples (QCCS), shall be processed with each sample preparation batch and analyzed for evaluation according to the acceptance limits established for the OCCS.
  - a. Analysis of a QCCS is required for but not limited to the following analyses:
    - (i) Chlorophyll the assay for the QCCS or its original formulation shall have been determined by an organization external to the laboratory;
    - (ii) Biochemical oxygen demand (BOD) or carbonaceous BOD (CBOD) the method-specified glucose/glutamic acid check solution shall be used; and,
  - b. If the QCCS is unacceptable, the samples associated with the QCCS shall be reprocessed with a new QCCS. If the samples cannot be reprocessed, the data must be appropriately qualified for all contracted samples in the preparation batch.
- 4. Spiking/Fortification Requirements All spike fortifications must take place prior to any required sample preparation steps (e.g., sample extraction, sample digestion, pH adjustment, etc.). The final concentration of any spike fortification shall be at the applicable level identified below.
  - a. If any of the samples in the preparation batch are non-detect (i.e., below the MDL specified in the planning document), the spiking level must not be greater than 2 times the Contract-specified POL.
  - b. The concentration of a spiked sample cannot exceed 5 times the highest concentration of any contracted sample in the preparation batch.
- 5. Evaluation of Matrix Spikes The results of matrix spikes must meet the acceptance criteria specified by the Contract and listed in the planning document or the data must be appropriately qualified.
  - a. If the failure is reported to be due to *sample* matrix interference, the laboratory shall document the process by which this conclusion is determined.
- 6. Evaluation of Laboratory Duplicate/Replicate Samples All replicate samples (sample duplicates, matrix spike duplicates, LCS duplicates or other replicates) must be evaluated for a precision criterion not to exceed 20 % RPD. This criterion shall be listed in the planning document.
  - a. In the event that laboratory replicate agreement is not observed, the laboratory must investigate the poor precision and report the results with appropriate qualifiers and/or comments.
- 7. Instrument Calibration In addition to calibration procedures specified in the analytical methods listed in the planning document, the CONTRACTOR shall ensure that the following requirements are met:
  - a. All sample results shall be chronologically bracketed between acceptable calibration verifications.
  - b. Initial Calibration Requirements
    - (i) The minimum number of calibration standards required to calibrate each instrument used for the contracted analyses shall conform to the analytical method approved in the planning document. If the

- minimum number of calibration standards is not specified in the method, the number must be specified in the planning document and shall be consistent with the NELAC Chapter 5 standards.
- (ii) Unless otherwise specified by the method, all sample results shall be based on the initial calibration curve responses.
- (iii) If linear regressions are used, the correlation coefficient shall be equal to or greater than 0.995 for all regressions.
- (iv) Immediately after performing an initial calibration, the accuracy of the calibration shall be verified using a second source. A second source may be a standard, a Standard Reference Material (SRM), or other sample type with a verified concentration such as a QC Check Sample. Standards must have been prepared from a different lot or vendor.
- (v) The acceptance criteria for second-source verifications shall be specified in the planning document.
- (vi) Sample analysis cannot proceed if an initial calibration is unacceptable.
- c. Continuing Calibration Requirements:
  - (i) When an initial calibration is not performed on the day of analysis, a continuing calibration standard shall be analyzed, evaluated and determined to be acceptable prior to analyzing samples.
  - (ii) A continuing calibration standard shall be analyzed and evaluated at the end of the analytical run.
  - (iii) The acceptance criteria for continuing calibration verifications shall be specified in the planning document.
  - (iv) For each analytical run, the analytical sensitivity must be evaluated using a continuing calibration standard prepared at the Contract-specified PQL. The analyzed value of this standard must be within 70% 130% of the expected value. If this PQL check fails, the blank and associated sample results must be reported as "estimated" per Chapter 62-160, F.A.C. unless the affected results are at least 10 times the absolute value of the observed bias of the PQL check.
  - (v) If a continuing calibration verification fails, samples not chronologically bracketed by acceptable calibration verifications must be reanalyzed or appropriately qualified.
- d. Sample results below the Contract-specified PQL and above the highest calibration standard shall be appropriately qualified.
- 8. Quality Control Blanks
  - a. If a Contracted analyte is detected in any analytical QC blank, the sample results that are associated with the blank must be reported with the appropriate qualifier from Chapter 62-160, F.A.C., unless the affected sample concentrations are at least 10 times higher than the calculated QC blank concentration.
  - b. Sample results must be chronologically bracketed with acceptable beginning and ending analytical QC blanks.
  - c. If a Contracted analyte is detected in the field blank, equipment blank or trip blank, the result must be confirmed by reanalyzing a new aliquot of the blank unless the sample concentration results associated with the blank are at least 10 times the calculated blank concentration. The laboratory must investigate the blank contamination to determine that positive blank results are not due to a laboratory error and report the affected samples and field-generated blank results with appropriate qualifiers and/or comments.
- 9. If any quality control measure or calibration verification fails (including those specified above), samples that are associated with the failure must be reanalyzed, if possible. Sample data that are associated with a failed quality control measure or calibration must be appropriately qualified as specified in Chapter 62-160, F.A.C. An explanatory comment must be attached to the final report for each result that has a qualifier code other than U, I, or A. Any additional qualifier codes used but not explicitly listed in Chapter 62-160, F.A.C. must be identified and defined in the report.
- 10. The reported MDL and PQL for each sample must be adjusted for dilution factors and any relevant preparation weights and volumes.

### Addendum 2

### Quality Control Requirements for Laboratories Performing Microbiological Testing

In addition to the quality control requirements outlined in Chapter 5 of the NELAC Standards, the following quality control measures shall be implemented for this Contract. Note: "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.

- 1. All microbiological analyses must conform to the requirements for facilities, personnel qualifications, equipment specifications and quality control measures discussed in AWWA Standard Methods 20th edition, section 9020.
- 2. Quality Control Blanks
  - a. If the membrane filter technique is used, the sample set(s) shall be associated with a beginning and ending filtration blank.
  - b. The results of any blank must be < 1 CFU/100 mL or the associated sample results must be reported with the appropriate qualifier from Chapter 62-160, F.A.C.
- 3. Laboratory Quality Control Duplicates
  - a. At least 10% of the samples (or one per test run) shall be duplicated.
  - b. All duplicate results shall be evaluated per method specifications using the precision criterion. The range of the transformed duplicates shall not exceed the precision criterion established by the laboratory. In the event that laboratory duplicate agreement is not observed, the laboratory must investigate the poor precision and report the results with appropriate qualifiers and/or comments.
  - c. Field Quality Control Duplicates or Replicates In the event that agreement (less than or equal the laboratory established precision criterion) is not observed between results from field-generated replicate samples, the laboratory must investigate the replicate analyses to determine that poor precision is not due to a laboratory error and report the results with appropriate qualifiers and/or comments. The laboratory shall use the analytical method specifications for precision control as a guide to evaluation of the field-generated replicate results.

### 4. Colony Counts

- a. In addition to the requirements listed below, all analytical results shall be calculated by the procedures established in the microbiological method(s) approved for the Contract and listed in the planning document.
- b. The laboratory shall make every attempt to ensure that colony counts are in the ideal range of 20 60 colonies per plate. Reported values from colony plate counts outside this range shall be qualified with a "B" (unless the reported value is from a 100 mL sample and the count is less than 20).
- c. If all counts are above 60, the result shall be calculated and reported from the highest dilution. This result must be reported as "estimated".
- d. The laboratory shall follow the reporting requirements specified in the method for other results that are outside the ideal range (item 5.b. above)
- e. If the sample result is "too numerous to count (TNTC)" the laboratory shall report the filtration volume with the data qualifier "Z".
- f. Colony counts from samples that have been verified shall be adjusted based on the verification results as specified in the analytical method approved for this Contract and listed in the planning document.

### Item 6.E **RESOLUTION**

## **Approving Agreement for Grant Writing Services**

### RESOLUTION NO.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, WAIVING THE BID PROCESS PURSUANT TO SECTION 3-13(3) OF THE CODE OF **SURFSIDE** OF ORDINANCES, APPROVING AN AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND CAPE CANAVERAL SCIENTIFIC, **GRANT** INC. WRITING **SERVICES FOR** PIGGYBACKING ON CITY OF TAMPA RFP 61020106 AND RESULTING AGREEMENT DATED JULY 27, 2006, **AUTHORIZING EXECUTION OF AGREEMENT:** PROVIDING FOR IMPLEMENTATION; PROVIDING FOR EFFECTIVE DATE.

**WHEREAS**, The Town Commission wishes to engage the services of a qualified firm to assist the Town of Surfside, Florida ("Town") in identifying and monitoring of federal, state, regional, and local foundation grant opportunities for the Town; and

**WHEREAS**, after conducting a good faith review of available sources, the Interim Town Manager has recommended that, pursuant to Section 3-13(3) of the Town Code, it is in the Town's best interest to waive the competitive bidding procedures; and

WHEREAS, Cape Canaveral Scientific, Inc. was selected by the City of Tampa pursuant to RFP 61020106 for Grant Writing Services to provide assistance to the City of Tampa in identifying grant writing opportunities and general grant writing services associated with the completion of grant applications; and

WHEREAS, the Town wishes to piggyback on the agreement between the City of Tampa and Cape Canaveral Scientific, Inc. ("Agreement") dated July 27, 2006, attached as Exhibit "A"

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1.	<b>Recital Adopted</b> . That the above-stated recital is hereby adopted	
and confirmed.		
Section 2.	Agreement Approved. That the Agreement, in substantially the	
form attached her	reto, is hereby approved, and the Interim Town Manager is hereby	
authorized to exec	tute the Agreement, on behalf of the Town, once approved by the Town	
Attorney as to form	n and legal sufficiency.	
Section 3.	<u>Implementation</u> . That the Interim Town Manager is hereby	
authorized to take	any action which is necessary to implement the purpose of the Agreement	
and this Resolution	1.	
Section 4.	Effective Date. That this Resolution shall be effective immediately from	m
adoption hereof.		
PASSED a	and <b>ADOPTED</b> on this day of January, 2008.	
	Charles W. Burkett, Mayor	
Attest:		
Beatris M. Arguel Town Clerk	les, CMC	
APPROVED AN LEGAL SUFFIC	D TO FORM AND CIENCY:	
Lynn M. Dannhei	sser, Town Attorney	

# Item 7.C.1 Town Manager's Report Town Manager Selection Process

To: Mayor, Vice Mayor and Commissioners

From: Pam Brangaccio, Interim Town Manager

Re: Confirmation of the Recruitment Process and Timeframe for Town Manager

As reported at your meeting of January 8, 2008, by the Town Attorney, the process for Town Manager recruitment is moving forward, with a January 31, 2008 closing date for receiving resumes.

On January 8<sup>th</sup>, the Town Commission approved a five member Blue Ribbon Committee:

Pam Brangaccio, Surfside Interim Town Manager Roger Carlton (former Miami/Dade County Official) Al Treppeda, Town Manager, Bal Harbour Eric Soroka, City Manager, Aventura Jorge Gonzalez, City of Miami Beach

The Blue Ribbon Committee will be reviewing the applications based on the criteria outlined in the employment notice, as well as relevant management experience. Then they will narrow down the applicants to recommend finalists to the Town Commission. The Blue Ribbon Committee may elect to do pre-interviews with candidates as part of the process of making recommendations to the Town Commission. They will also ask the successful finalists for salary history, professional and personal references.

Attached is a copy of the job notice placed in state and national web-based publications and newsletters in the International City and County Management Association, Florida City and County Management Association, and the Florida League of Cities. Basic criteria are a BA degree, with a minimum of seven years of progressive experience, with at least two years city/town manager or assistant town manager is preferred. The Town Commission will have the opportunity to confirm the list of finalists, and may also consider any equivalent combination of education and experience that will satisfy the necessary requirements to fill the position.

The successful finalists will have a criminal background review conducted by Police Chief David Allen, and of course, a pre-employment physical and alcohol and drug screening would be a condition of employment for the individual selected by the Town Commission.

The Town Attorney would be responsible for negotiating an employment contract with the individual selected by the Town Commission, which would be placed on the April 8, 2008 agenda for review and approval.

The timeframe for the process is as follows:

January 31, 2008

Deadline for Resumes to be submitted to the Town (The Town clerk is scanning the resumes received, so they will be available by disk for interested parties)

February 2008

Meetings will be held with the Blue Ribbon Committee to review and evaluate candidates and select the recommended finalists

March 3, 2008

Finalists would be notified. Reference & Background Checks will occur of finalists

March 24, 2008

Tour of Town & Event for the public, town employees and the finalists

March 25, 2008

Interviews & Selection by the Town Commission

April 8, 2008

Employment Contract on Town Commission Agenda

April/May 2008

New Town Manager on-board

It is requested that the Town Commission approve the process and timeframe as outlined at your meeting of January 30, 2008. Then we can establish the first meeting date of the Blue Ribbon Committee during the first two weeks of February. These meetings will be held at Town Hall, advertised and open to the public, as the Committee, is acting, for the elected body in the beginning of this process (Lynn, I think these is right, but look at Sunshine regulations on Board apptd committees to be sure)

## Item 7.C.2 (a) **Town Manager's Report Architectural Contract**

From: Pam Brangaccio

Sent: Tuesday, January 22, 2008 4:27 PM

To: Elected Officials

Cc: Beatris M. Arguelles; Lynn M. Dannheisser

Subject: FW: Spillis Fee Proposal & Backup Documentation (item will be in 1/30 agenda packet for Town Commission

Meeting)

Attachments: Surfside Spillis Fee Proposal Memorandum.doc; Surfside-Proposal Letter 1-17-08.pdf; Aquatic Proposal 1-17-

08.pdf; Coastal Proposal-1-17-08.pdf; Food Service Proposal 1-8-08.pdf; Landscape Proposal Community Center-1-9-08.pdf; Landscape Proposal Master Plan Gym 1-9-08.pdf; LEED Commissioning Proposal 1-7-08.pdf; LEED

Proposal 1-7-08.pdf

### Mayor & Commissioners

Attached are the Spillis and Candela fees associated with completing the design and moving through construction for the Community Center, which will be on the 1/30/08 agenda. There are just a few things to be aware of, as you review, the attached information:

- 1) We need to designate a source of funding (by budget resolution) to fund the contract. In discussions with Alice Jones, CPA, the Special Project Fund Reserves would be an appropriate source of funding. The community center basic design fees total \$1.2M; with the basic services on the Gymnasium at \$380,250.
- These fees are not included in the \$14M Project Budget estimates, nor are the Calvin Giordano Project Manager fees. However the \$14M does include a 10% construction contingency as well as a 9% cost escalation factor, as well as a \$3.3M Poll and deck allowance. I have requested that Calvin Giordano provide the Commission, with an estimated total for the project (inclusive of all elements)
- 3) The cost of demolishing the old center is not in these estimates, but the contract award can also come from the Special Project Fund.
- 4) There are some monies in the Town's operating budget for the rental of the modular units for the temporary Community Center location, when the modular proposal is finalized (we will know if more is needed)
- 5) A decision is needed on whether to proceed at this time, with the Gymnasium design and/or construction of this additional facility. This decision should be based on availability of funds & anticipated timeframe for construction of the Gymnasium.
- 6) The Spillis Candela fee is based on a 8 ½% of the project estimate (\$14M) for the community center and 9.75% for the Gymnasium
- 7) The various sub consultant fees have been reviewed and are also recommended for the project. This includes for example the LEED Commissioning process,
- 8) With the current construction market, neither firm is recommending Construction manager at Risk, as we anticipate numerous bids for construction of the center.
- 9) Spillis Candela will be present at the 1/30 meeting to respond to questions; they are also scheduled for 2/26/08 meeting to present the next step in the design of the center.
- 10) Calvin Giordano is available to meet with the individual Commissioners before the 1/30 meeting to review the attachments, as I will be also.

### Pam Brangaccio

From: Summer Konz [mailto:skonz@calvin-giordano.com]

Sent: Tuesday, January 22, 2008 1:49 PM

To: Pam Brangaccio

Subject: Spillis Fee Proposal & Backup Documentation

Ms. Brangaccio,

As requested, please find attached backup documentation for Surfside's Town Commission Meeting.

Thank you,

### SUMMER KONZ

Administrative Assistant Engineering Department (Broward)



### **Spillis Candela DMJM**

800 Douglas Entrance, North Tower, Second Floor Coral Gables, Florida, 33134 T 305.444.4691 F 305.447.3580

January 17, 2008

Town of Surfside Pam Brangaccio, Town Manager 9293 Harding Avenue Surfside, FL 33154 305-861-4863

Re: Fee Compensation

Community Center and Gymnasium

### Dear Ms. Brangaccio:

We are pleased to submit the attached Fee Proposal to the Town of Surfside for providing Architectural, Engineering, Landscape Planning and Pool design services for the Community Center of approximately 30,000 S.F. and Gymnasium building at 13,000 S.F. We are excited to be working with the Town of Surfside in the development of this important and visible project. Our Fee Proposal is based upon the Town's RFQ document and our general understanding of the project needs developed from our conversations with Town staff and Community Workshops.

Our Fee Proposal includes the services of a few specialized consultants, including a landscape architect, pool designer, coastal construction consultant, LEED consultant, and food service consultant. Together as a team, we look forward to helping the Town achieve its long term vision for this site.

### Scope of Services:

We understand that our scope of work will include architectural design and in house engineering for normal civil, structural, mechanical, plumbing, and electrical for a set of Construction Documents. Scope of Services for Consultants are defined in documents attached with this letter. SCDMJM will make phased submissions to the Client as indicated in the schedule.

### Assumptions and Qualifications:

- Owner will engage the services of a consultant to provide a survey of the site. Survey to include a topographic survey, as well as, subsurface utility designations and tree locations.
- Owner will engage the services of a soil consultant and provide geotechnical site information.

### Schedule:

The project schedule is a critical component of our fee quotation. The following schedule has been proposed, plus 1 week for Owner review and approval at the end of each phase. The proposed schedule assumes approval of the site/floor plans and elevations after the schematic design phase.

Schematic Design Phase	6 weeks
Owner Review	1 week
Design Development	8 weeks
Owner Review	1 week
100% Construction Documents	12 weeks
	28 weeks

Bidding/Permitting 2 months Construction Administration 15 months

Construction Admin.

### Compensation:

Basic service compensation for your project will be provided on the basis of a lump sum fee for building schematic development through construction administration phase. The specialty consultants including the landscape architect, pool designer, coastal construction consultant, LEED consultant, and food service consultant are included in the fees below. The scope of their services is attached with this letter. This fee is based on an amount of 8.5% of the anticipated construction cost for the community center. Basic service compensation for the gymnasium building will be provided on the basis of 9.75% of the anticipated construction cost.

Community Center - Baschematic Design Design Development Contract Documents Bidding/ Permitting Construction Admin.	<u>isic Services</u>	\$ \$ \$ \$ \$ \$	180,232.00 300,387.00 420,542.00 60,077.00 240,310.00
	Sub Total	\$	1,201,548.00
Gymnasium Basic - Se	ervices_		
Schematic Design		\$	57,038.00
Design Development		\$	95,062.00
Contract Documents		\$	133,088.00
Bidding/ Permitting		\$	19,012.00

Sub Total

76,050.00

\$ 380,250.00

**Proposed Other Allowances Enhanced Commissioning** 

Land Surveying Geotechnical Engineering

\$ 22,000.00 Fountain Design (1) \$ 15,000.00

Cost Estimator 35,000.00

Miscellaneous additional services, including additional meetings to those described above, will be billed on an hourly basis, based on our current billing rates. (see Attachment)

Thank you very much for selecting Spillis Candela DMJM. We look forward to the Commission's approval of our fee proposal and to working with you and others throughout the life of this project.

Sincerely,	Agreed To:
Faul Liwormon	

Paul Reinarman Principal

Date: 1-17-07

\$ 23,850.00

24,000.00



501 SPINNAKER WESTON, FL 33326 www.thespinnakergroupinc.com (954) 347-0967 Fax (954)-217-3614

### **PROPOSAL**

**January 7, 2008** 

Client: SPILLIS CANDELA DMJM 800 Douglas Entrance North Tower, 2nd Floor Coral Gables, Florida

Project: Surfside Community Center Commissioning

### Fundamental Cx Prerequisite requirements (summary—see USGBC requirements for more detail):

- 1. Designate a commissioning authority.
- 2. Owner documents owner project requirements (OPR). A/E develops basis of design (BOD). CxA reviews.
- 3. Develop and use commissioning requirements in construction documents.
- 4. Develop and use a commissioning plan.
- 5. Verify installation and performance of systems.
- 6. Complete a summary commissioning report.

### Enhanced Cx Credit requirements (summary):

- 1. Prior to construction documents phase designate an independent commissioning authority to oversee "all commissioning activities."
- 2. CxA to perform review of OPR, BOD and design documents prior to mid-construction documents phase and perform a back-check.
- 3. CxA to review contractor submittals.
- 4. Develop a systems manual.
- 5. Verify operator and occupant training.
- 6. CxA to perform a post-occupancy review.

The Spinnaker Group is please to provide a proposal to provide Professional Services as follows:

Provide Building Commissioning Services for **LEED-CI credit EAc2** - **Enhanced Commissioning and LEED Prerequisite Fundamental Commissioning.** Commissioning will be performed on the systems defined as energy using systems by USGBC.

- Document Owner's Project Requirements and Basis of Design
- Develop Commissioning Requirements (Design Team to incorporate commissioning requirements into Construction Documents)
- Perform a focused design review which shall include the following: a) input regarding making the building easier to commission; b) how building O&M can be made easier







(accessibility and system control, etc.); c) are systems consistent with design intent and d) how utility usage and Indoor Environmental Quality can be improved.

- Attend the Design Team review meeting to discuss comments on plans and coordinate specifications.
- Attend pre bid meeting to explain the commissioning process for this project.
  - 1. Provide answers to questions on commissioning questions during the pre-bid
  - 2. Provide answers to questions after the pre-bid meeting
- Develop and Utilize a Commissioning Plan beginning in draft form and incorporating comments from design team and contractors.
- Verify that Energy Consuming Systems (HVAC, lighting, domestic hot water) Installation meets Requirements including:
  - 1. Development of Pre-Functional Tests.
  - 2. Development of Functional Tests.
  - 3. Observation and acceptance of Pre-Functional Tests
  - 4. Observation and acceptance of Functional Tests
  - 5. Observation of Test and Balance
- Prepare Commissioning Management Report (Commissioning Final Report). The report shall
  include an executive summary, list of participants and roles, brief building description, and
  the following sections:
  - 1. Design Intent
  - 2. Basis of design
  - 3. Pre-functional checklists complete
  - 4. Functional checklists complete
  - 5. TAB reports
  - 6. System schematics
  - 7. Control strategies and set points
  - 8. Deficiency Log
- Review and approve normal contractor submittals applicable to systems being commissioned for compliance with Commissioning needs, concurrent with the A/E reviews.
- Develop a Systems Manual
- Develop Re-Commissioning Manual for future owner commissioning guidelines to ensure systems continue to operate in optimal conditions
- Verify Training of Systems Operating Personnel and of Tenant Space Occupants



Provide contract to perform post-occupancy review of operations

The proposed pricing for these l	Professional Services	for Fundamental (	Commissioning and	Enhanced
commissioning (1 LEED Point)	is			

\$23,850.00

The proposed price for Fundamental Commissioning only is

\$15,400.00

### Please circle the options above to signify acceptance

The Spinnaker Group reserves the rights to submit a change in pricing should the project substantially change

Billing monthly on a percent of completion basis using the schedule of values outlined in Attachment "A".

The prices contained herein are good for a period of 120 days from the date shown above

The Spinnaker Group is a Certified WI	BE
Accepted By	Proposed By
Print Name	Robert W. Hink
Date	<u>01/07/2008</u> Date



### ATTACHMENT "A"

### **Fundamental Commissioning**

Develop Commissioning Specifications		\$462.00
Develop Commissioning Plan		\$616.00
Develop Pre-Functional Tests		\$1,848.00
Develop Functional Tests		\$1,848.00
Observe Prefunctional Tests		\$4,312.00
Observe Functional Performance Tests		\$5,082.00
Final Commissioning Report		\$1,232.00
	Sub	· · · · · · · · · · · · · · · · · · ·
	total	\$15.400.00

**Enhanced Commissioning** 

Limaneca commissioning		
Document Design Requirements and Basis of Design		\$1,183.00
Design Review		\$2,450.50
Submittal and As-Built Review		\$1,859.00
Develop System Operation Manual		\$1,605.50
Verify Training		\$1,352.00
	Sub	
	total	\$8,450.00
	Total	\$23,850.00



501 SPINNAKER WESTON, FL 33326 www.thespinnakergroupinc.com (954) 347-0967 Fax (954)-217-3614

**January 7, 2008** 

Client: SPILLIS CANDELA DMJM 800 Douglas Entrance North Tower, 2nd Floor Coral Gables, Florida

Project: Surfside Community Center LEED

The Spinnaker Group is delighted to submit the following fee proposal to provide Sustainable Design and LEED Consulting Services for the above-referenced project. We look forward to and appreciate the opportunity to work with you and your design team on this project.

### **Scope of Services**

- 1) The Spinnaker Group will serve as the conduit and 'Point of Contact' for coordinating, organizing and assisting in the implementation of LEED criteria.
- 2) The Spinnaker Group will organize and facilitate LEED charrettes in collaboration with client. This includes:
  - 1. Facilitate the charrettes in concert with architect and owner
  - 2. Develop agendas in concert with architect and owner
  - 3. Recommend participants
  - 4. Moderate each meeting
  - 5. Develop and route minutes
  - 6. Track assignments
  - 7. Capture ideas, notes, drawings, plans etc. distribute when necessary
- 3) Develop comprehensive LEED Plan to detail the credits being targeted, the credit requirements, the strategies to meet the credit requirements, the action steps required and the responsible party
- 4) Enroll project in LEED Online and provide team assignments
- 5) Track and report status and activity of LEED credits.
- 6) Develop a LEED Schedule
- 7) Provide consultation to the project's major systems design teams regarding:
  - a. Design
  - b. Method
  - c. Materials
  - d. Additional Expertise
- 8) Provide LEED design narrative for review by City, County and other entities for permitting of project. Attend municipal meetings as needed. (2 included)







- 9) Development, coordination and tracking of LEED action items with the design teams throughout all Phases using the LEED Plan.
- 10) Conduct materials and systems research for LEED credits
- 11) Assist responsible parties in LEED calculations for Site, Water, Material, and IEQ Credits
- 12) LEED credit interpretation reviews and/or submissions to the USGBC
- 13) Assist in the development of LEED specification language for materials, equipment, submittal procedures, Construction Waste Management, and Construction Indoor Air Quality Management
- 14) Train contractor and subcontractors on LEED requirements and LEED record keeping
- 15) Assist Contractor in sourcing of materials to meet LEED requirements
- 16) Facilitate, moderate and coordinate LEED and related meetings as necessary throughout the construction phase.
  - a. Involved through construction and into management implementation.
- 17) Review of Contractor submittals for LEED compliance/Tracking of LEED credits.
- 18) Responsible for coordinating the assembly of the LEED Documentation submission
- 19) Provide point of contact between project and USGBC on credit interpretation. Coordinate the appeal of denied credits if required.

This contract does not represent a guarantee of LEED Certification with the USGBC or the attainment of a certain LEED Certification Level. Many factors go into a facility becoming LEED Certified. The Spinnaker Group will use all due diligence to assist the client in achieving LEED Certification but it is ultimately the USGBC determination of individual point qualification and Certification

### The cost for the above services is

\$19,300.00

- Billing monthly on a percent of completion basis using the schedule of values.
- Payment terms net 30 days.
- Pricing is good for 90 days

### Costs not included within this proposal:

- Expenses and fees related to LEED registration and certification.
  - LEED certification fees
    - Currently \$.035 per sq. ft. members / \$.045 per sq ft non-members with a minimum of \$1750.00. and a maximum of \$17,500.00
  - Registration fees
    - \$450. For members / \$600 for non-members.
- Energy Modeling
- Daylight Modeling
- Irrigation System Baseline Modeling



If our proposal is acceptable, your signature below will confirm our authorization to proceed. Retain one copy and return one copy to The Spinnaker Group, Inc. at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client. We appreciate your consideration of TSG and the opportunity to assist your team for this and future projects. Please give us a call with any questions or comments.

We look forward to your favorable selection of TSG and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments

For The Spinnaker Group Signature	For Client Signature
Name	Name (Print)
Rob Hink LEED AP	
Title	Title
Vice President	
Date	Date



### ATTACHMENT "A" to LEED proposal

Scope of Work Line Items	Title	Cost
1,2,3	Organize and Conduct LEED Charrettes	\$4,520
4 thru 12	Oversee Design Phase LEED Activities	\$5,200
13 thru 16	Coordinate and Facilitate LEED activities during Construction Phase	\$6,400
17 thru 19	Coordinate and Facilitate LEED Project Certification	\$3,180
		\$19,300

4910 SW 72<sup>nd</sup> Avenue Miami, Florida 33155 Phone (305) 667-8975 Fax (305) 662-1002 Website: AQUADYNAMICS.BIZ e-mail: INFO@AQUADYNAMICS.BIZ

Water Park & Family Aquatic Center Design Resort, Hotel, & Condominium Pool Design Forensics, Evaluations, & Analysis DOH Violations, Variances, Permitting Custom Residential Design Subject John J. Wahler, Principal Bernard Sauve', P.E. Ofelia Taboada, P.E. Elisa- Love Wahler, R.A.

### Aquatic Engineering Proposal

(This is a Full Services Contract)

January 10, 2008

Nina Gladstone, AIA Senior Project Manager Spillis Candela DMJM 800 Douglas Entrance North Tower Second Floor Coral Gables Florida 33134

Nina.Gladstone@dmjmhn.aecom.com

Sarah.Blanche@dmjmhn.aecom.com

Re: CITY OF SURFSIDE AQUATIC CENTER: New Water Activity Pool, 25 Yd x 6-8- Lane Recreational Competitive Pool, & Decorative Waterfeature Request for Proposal for Aquatic Design and Engineering Consultant

### Dear Nina:

Aquadynamics appreciates the opportunity to provide you with this proposal for Aquatic Design and Engineering Consultant Services on the above referenced project. The proposal is based upon information that you provided, and covers a wide range of technical services that are important to the success of this venture. Aquadynamics understands from the drawings and details that were provided, that the scope of the design work will cover the following:

### Article 1.0 PROJECT DESCRIPTION

The project is located in **CITY OF SURFSIDE AQUATIC CENTER**, Collins Avenue and 93rd Street, City of Surfside, Florida. Based on the Verbally Proposed Concept, the project includes the design of a Shallow Water Activity Pool (maximum water depth is 18 inches) with Interactive Play Structure from Water Play, Inc., or Similar Company. At the core of the park, is a 25 yard Recreational Swimming Pool having a width of 6 to 8 lanes (48' to 63' wide), and having depths to accommodate Lap Swimming. Lastly, a Decorative Waterfeature Fountain at the Park Entrance or other location is planned in the design by the Landscape Architect ALL of the Pools will serve a Community Park, and will be designed to fit adjacent to one another and share common deck. As a Community Park Aquatic Center, the pool is considered a Public Bathing Place and is subject to the rules outlined in Section 424 of the Florida Building Code and Chapter 64E-9 of the Florida Administrative Code, (a.k.a. The Health Department Code).

### Article 2.0 SCOPE OF SERVICES

### 2.1 Architectural Engineering Drawings

- **2.1.1 AQUADYNAMICS** will provide Design and Construction Documents for all project systems outlined in the project description including:
  - Structural design of the <u>WATER ACTIVITY POOL</u>, <u>SWIMMING POOL</u>, and <u>FOUNTAIN</u>. Design of any Surrounding Deck is by others. Piling is included.
  - All Mechanical Systems for the Pool, including Pumps, Filters, Water Chemistry Components, Process Piping, Motor Control Centers, Gauges, Heaters or Heat Pumps, and Valves.
  - All related pool deck equipment, i.e., Markings, Showers, etc.
  - All signage relating to the Splash Deck, and all other related components under Health Department Code jurisdiction.
  - Coordination of the Deck Drainage Design with The Civil Engineer
  - Coordination of Restroom and Equipment Room spatial requirements and Restroom fixture requirements with the architect.
  - Electrical Load Summary of Pool Equipment Components, and Control Panel Design.
  - Aquadynamics will provide CSI Format Division 13000 written specifications for the Pool and Water Activity Pool. Fountain Specifications will be included on the drawings.
  - When completed, plans will provide all necessary information for construction, and provide the General Contractor with all Equipment Specifications needed to solicit accurate pricing from subcontractors.

### 2.2 Construction Means and Methods

**2.2.1** This Proposal is based upon use the of In ground Concrete Structures using 14" Auger Cast Piling for support

### 2.3.0 Permitting and Approval of Documents with Government Agencies

**2.3.1 AQUADYNAMICS** will prepare all submittal documents to relevant Governmental Agencies inclusive of The State or County Health Department. The submittal includes PAYMENT OF THE PLAN PROCESSING FEE. Aquadynamics will also respond to Building Department permitting comments, inclusive of technical reviews or meetings with the Building Official as required to secure the Building Permit.

### 2.4.0 Coordination Meetings, Site Inspections, and Construction Administration

- **2.4.1 AQUADYNAMICS** will provide representation at all coordination meetings, as required to implement the intent of the design, throughout the duration of this project.
- **2.4.2 AQUADYNAMICS** will provide coordination of technical issues with the clients representatives, agents, and other consultants, inclusive of Civil Engineer, Landscape Architect, Architect, Electrical, Plumbing, and Mechanical Engineers. Coordination issues include Pool waste water disposal systems, restroom requirements, pool deck drainage requirements, Showers, Hose Bibbs, and Equipment Room Ventilation & Drainage Design.

**2.4.3 AQUADYNAMICS** will coordinate and perform the required on-site <u>Health Department Inspections</u>, including a <u>Perimeter Piping Inspection</u>, and <u>Pre-Final or Start Up Inspection</u>. Other inspections may be made during the course of the work at the discretion of the Engineer. Special requests for additional inspections will be invoiced at the hourly rate indicated in Article 4.3

### 2.5 Shop Drawing Approval

**2.5.1 AQUADYNAMICS** will review and approve shop drawings and submittals in a timely manner as outlined by the specifications, and required by the owner.

### 2.6 Scheduling and Completion of Drawings

- **2.6.1 AQUADYNAMICS** agrees to provide complete engineering drawings within the time frame outlined in the Architects Schedule. A 75% and 100% submittal package will be issued. A 100% submittal Package will be made after plans are reviewed and approved by the State or County Health Department Engineer. At the 100% submittal, **AQUADYNAMICS** will provide the client with (2) sets of signed/sealed drawings and (1) CAD Compact Disk.
- **2.6.2 AQUADYNAMICS** is not responsible for scheduling delays caused by others.

### 2.7 Revisions to Completed Drawings

- **2.7.1 AQUADYNAMICS** will generally will make minor changes to plans at no additional charge. However, any revisions or changes that are inconsistent with the original design, or different from what have has been verbally expressed, will be evaluated for a request for "Change Order For Additional Services" authorization. A proposed fee will be presented to you for the additional work before any is done.
- **2.8.1** In the instance that the reviewing Health Department Engineer disagrees with any portion of the Concept Design resulting in design rejection requiring a Variance from The Governors Advisory Review Board in Tallahassee, the incurred fees are considered additional services and will be presented separately for approval.

### Article 3.0 REIMBURSABLE EXPENSES

**3.1** In addition to the professional fees noted, the owner shall reimburse **AQUADYNAMICS** for direct expenses incurred during the course of the project. Direct Expenses are defined as those expenses related to Plan Reproduction, Postage, Courier Services, and Overnight Mail Services, when approved by the Architect.

### Article 4.0 FEE PROPOSAL

**4.1** Basic compensation for the listed design services shall be a lump sum fee of \$ 75,000.00 Dollars. Payments wail be based upon The Architects Schedule of Payments agreed to with the County. Breakdown of fees are as follows:

### **Engineering Drawings:**

Engineering plans and Health Dept. Permit for the Activity Pool	\$ 35,000.00
Engineering plans and Health Dept. Permit for the 25 Yard Pool	\$ 25,000.00
Engineering plans and for the Decorative Waterfeature	\$ 15,000.00
Construction Administration	\$ Included
Specifications	\$ Included
Piling Design	\$ None

### **Department of Health Permitting Fees:**

Health Department Processing Fees and Permit \$ Included

Total Fee Amount \$ 75,000.00

**4.2** Progress payments for the basic services shall be made monthly as invoiced. The invoice will correspond with the percentage of work completed during that period, and will follow the architects contractual guideline for payment outlined in the Professional Services Agreement.

### **Hourly Rate Schedule for Additional Services**

**4.3** Additional services required, i.e. special inspections, or other services not described above, will be calculated by using the following hourly rate schedule:

Project Manager	\$ 175.00 per hour
Project Engineer	\$ 125.00 per hour
Field Inspector	\$ 95.00 per hour
Drafting /CAD	\$ 75.00 per hour
Sec/Admin Services	\$ 55.00 per hour

### Article 5.0 INSURANCE

**5.1** Insurance Coverage will be provided as outlined in the Insurance Accord issued by our Insurance Carrier. Maximum coverage provided by the Professional Liability Insurance Package will not exceed \$1,000,000.00.

	Article 6.0	IMPLEMENTATION
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**6.1** To signify acceptance of this proposal, please sign and return a copy of this proposal to our office by fax or mail. The balance of the fee will be invoiced periodically as outlined in Article 4.2 of this document.

My staff and I are excited about this pool project and looking forward to working as part of the design and construction Team.

Respectfully, Aquadynamics Design Group, Inc.	Accepted thisday of 2008
Juny: Worker	
By: John J. Wahler, Principal	By: ————————————————————————————————————

S:\Office\PROPOSAL\2007\Sufside Aquatic Center\_25 yd 8 lane with WAP\_Spillis Candela DMJM Nina Gladstone\_1-10-08.doc



#### **Environmental Development Consultants Corporation**

2455 SW 27<sup>th</sup> Avenue, Suite 300 Miami, FL 33145

305.858.8100 PH • 305.858.4760 FAX

February 1, 2007 Job ID: 28501

Ms. Nina Gladstone Senior Associate **Spillis Candela DMJM** 800 Douglas Entrance North Tower, 2nd Floor Coral Gables, Florida 33134

RE: Coastal Construction Control Line and Marine Turtle Lighting Permitting Town of Surfside Community Center, Miami-Dade County, Florida

Dear Ms. Gladstone:

Sincerely,

We are pleased to submit this proposal to **Spillis Candela DMJM** (Client) for professional coastal construction control line and marine turtle lighting permitting services relative to the Surfside Community Center Redevelopment Project. A detail of services and fees is attached.

Information pertaining to invoicing, payments, and general provisions are summarized in "Attachment A". EDC's hourly rate schedule is summarized in "Attachment B".

If you wish for us to provide the services outlined herein, please sign page 1, initial each subsequent sheet, and return this agreement, which shall serve as our authorization to proceed. We look forward to working with you through successful permitting and implementation of this project. Should you have any questions, please do not hesitate to call us.

EDC Corporation	
Adrianne Hartman Vice President	
Accepted by:	Date:
	By: Nina Gladstone On Behalf of: Spillis Candela DM-IM

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Service Type	Scope of Services	Fees
Task A  FDEP Consultation Letter	<ul> <li>EDC will hold one (1) meeting with FDEP to present and discuss the project as designed in order to obtain the required Consultation letter. This task is only if required by DEP and the lump sum fee does not include expenses for trip to Tallahassee.</li> </ul>	\$1,000
Task B  CCCL Permit Application and Processing	<ul> <li>EDC prepare the DEP submittal package with the assistance of the owner, architect, surveyor, engineers and landscape architect. EDC will maintain telephone contact with DEP staff to expedite their review and approval of the CCCL for this project.</li> <li>EDC will coordinate with the Owner and/or project team relative to additional items, questions, or revisions that may be required by DEP for the Permit.</li> <li>EDC will respond to all of the DEP's requests for additional information relative to the proposed project. Client will supply EDC will any available background data for the site. This includes surveys, warrantee deeds, permits, or other documentation which may be relevant to the site and required by DEP.</li> </ul>	\$ 9,000
Task C  FFWCC Marine Turtle Lighting Approvals	<ul> <li>EDC will maintain contact with Florida Fish and Wildlife Conservation Commission (FFWCC) Imperial Species Division to expedite their review and approval of the Marine Turtle (MT) Lighting approval for this project.</li> <li>EDC will coordinate with the Owner and/or project team relative to additional items, questions, or revisions that may be required by FFWCC for approvals. EDC will respond to all of the FFWCC's requests for additional information relative to the proposed project.</li> </ul>	\$3,000
Task D  Notice to Proceed	EDC will process final construction plans with the DEP towards obtaining a Notice to Proceed with construction. EDC will coordinate and attend one (1) on-site Pre-Construction conference with FDEP Field Representative.	\$1,000
Task E Additional Services	<ul> <li>EDC may attend additional meetings, if necessary, with the DEP not included within the scope of services outlined. EDC may process additional permit modifications with the DEP, field permits for minor site work, partial Notices to Proceed, if required, to expedite construction.</li> <li>EDC will attend one (1) meeting in Tallahassee with staff to review details of the project and resolve any outstanding issues relative to expediting CCCL and MT Lighting approvals for the proposed project.</li> <li>This hourly estimate will be at the sole direction of the client, will be in the form of an additional work order, and will be billed according to the 2007 hourly rate schedule attached.</li> </ul>	Hourly



TOTAL FEE PROPOSAL:

\$14,000

#### "Attachment A"

#### Reimbursable Expenses

In addition to the fees for services, the Client agrees to compensate EDC for the following out-of-pocket expenses at cost, without limitation, items such as the following:

- 1) Copying of drawings, specifications, reports, cost estimates and other documents.
- 2) Messenger service, overnight mailing charges, US postal services charges, special mailing, cellular phones, long distance and local telephone calls, and telecopy charges.
- 3) Fees and expenses of consultants.
- 4) Cost of commercial carrier, public transportation, lodging, car rental, subsistence, and out-of-pocket expenses. Private automobile travel will be charged at the current IRS allowable rate per mile.

#### **Invoicing and Payment Policy**

In contracting with EDC for professional services, client warrants that funds are available to compensate EDC for the total amount of services and expenses contracted and that these funds are neither encumbered nor contingent upon subsequent granting of approvals, permits or financial commitments by lending institutions or other third parties.

Payment shall be made to EDC Corporation upon receipt of an invoice. Invoices not paid within thirty (30) days and not in dispute are subject to a monthly interest charge of 1.5 percent of the outstanding balance due. Invoices outstanding over ninety (90) days are subject to collection proceedings and will be considered delinquent. The Client is responsible for all collection costs, including Attorney's fees, whether or not a suit is commenced or an appeal is taken.

If a delinquency by Client occurs, EDC may choose to suspend work. If such a decision to suspend work is made, EDC will notify Client in writing. EDC may choose to recommence work once a delinquency is completely cured and any and all attendant collection costs, fees, increases in costs or fees, or other amounts required to be paid by Client under this agreement are made in full. If a delinquency by Client occurs and EDC chooses not to suspend work, no waiver or estoppel shall be implied or inferred. Client agrees and understands that if EDC decides to so suspend its work, EDC shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Owner, Client, or any other third party, that may arise from or be related to such a work suspension. Client agrees to hold EDC. harmless from and completely indemnify EDC from and against any and all damages, costs, attorney's fees, and/or other expenses which EDC may incur as a result of any claim by any person or entity arising out of such a suspension of work.

#### **General Provisions**

The Client shall provide all existing information, including but not limited to, survey, topographic, and architectural information and construction budgets necessary to complete the work in digital format. All data provided is assumed to be accurate and complete.

This agreement is governed by the laws of the State of Florida, and is re-negotiable should the project scope change significantly at any time. No permit or approval of plans is guaranteed to be obtained from any of the agency, EDC will make all efforts to obtain all permits and approvals listed in the scope above in a timely manner. EDC will not be held liable for any delays due to actions by any regulatory agencies.

Plans, drawings and specifications or other writings or documents prepared or provided by EDC are prepared for this Project only, and are the sole property of EDC. The Client shall not use them for other projects or extensions to the Project without the written agreement of EDC. The Client further agrees to hold EDC harmless from and indemnify EDC from and against any and all damages, losses, attorney's fees, costs, and/or expenses which EDC



may incur as a result of a claim by any party or entity, arising out of an unauthorized use of said plans, drawings, specifications, and/or documents.

#### "ATTACHMENT B"

# **EDC CORPORATION Hourly Rate Schedule**Effective January 1, 2007

<u>Title</u>	Hourly Rate
Principal	\$ 175.00
Expert Witness	\$ 250.00
Senior Engineer	\$ 125.00
Senior Project Manager	\$ 125.00
Project Manager	\$ 120.00
Project Engineer	\$ 100.00
Senior Biologist	\$ 100.00
Design Engineer	\$ 95.00
Permit Specialist	\$ 85.00
Permit Assistant	\$ 65.00
CADD Designer	\$ 65.00
Technical/Administrative Assistant	\$ 45.00
Reimbursable Expenses	
Plotting (Per Sheet)	\$ 3.00
Xerox copies - Cost Per Sheet	\$ 0.30
Fax Transmissions - cost Per Page	\$ 0.70
Mileage - Cost Per Mile	\$ 0.445
Other out-of-pocket expenses (i.e., travel, rentals, purchases of maps, etc.)	Cost x 1.1
Permitting Fees Advanced by EDC (up to \$400.00)	Cost x 1.1
Equipment Rental	Cost x 1.1



**Subcontractor Expenses** 

Cost x 1.1



# Surfside Community Center SURFSIDE, FLORIDA

• • • •

Food Service Design & Consulting Fee Proposal F0108.1042 January 9, 2008

SDI

#### Spillis Candela DMJM

ATTN: NINA GLADSTONE 800 DOUGLAS ENTRANCE NORTH TOWER, 2ND FLOOR CORAL GABLES, FL 33134

 $\bullet \quad \bullet \quad \bullet$ 

T.305.444.4691 F.305.447.3580

#### Approach ......

Systems Design International, Inc. (SDI) is a food service consulting firm comprising people offering a rich mixture of youthful ideas, tempered by experience; people whom we believe to be the finest and most experienced in their field. We encourage a free flow of ideas and maintain a constant state of internal constructive criticism. This atmosphere has yielded creative solutions, innovative concepts, and satisfied clients. SDI plans projects from their inception to the ultimate achievement of maximum operating benefits—our most valued contribution.

We believe that our documents are the most, accurate, readable, and concise found in the food service design profession. The technical quality of our documents can assist in promptly and effectively completing any project; by reducing questionable areas, we limit the need for change orders, which can save thousands of dollars.

As an independent design consultant, we are neither associated with manufacturing or selling equipment, supplies, or products, nor are we interested in providing operating management services; therefore, we have developed loyalties to no company or product, which may cloud our ability to make recommendations in our client's best interest.

#### Project Scope .....

This proposal reflects our understanding of the food service and beverage requirements for a snack bar and ballroom kitchen at Surfside Community Center in Surfside, Florida.

#### Scope of Services ......

Based on our discussions with you, the preliminary program information we received, and our experience with many similar projects, we propose the following services:



#### **PROGRAMMING**

SDI will establish the detailed space requirements for the snack bar, the ballroom kitchen, and the infrastructure required to support these functions. We will work closely with the project architect on all program-related issues: developing flow diagrams, outlining special relationships between areas, etc.



#### **SCHEMATIC DESIGN**

#### **Predesign Services — Orientation**

SDI will attend design meetings with you and/or your designated representative(s). At that time we will further establish and refine the scope of the project. We will discuss your thoughts regarding the design approach, public image, menus, scope and style of services, preparation, and purchasing standards—all basic planning criteria and intent, so your specific needs are incorporated into the process.

We will review the architectural schematic drawings and make any recommendations needed to complete and refine the design, so the construction documents are correct and submitted on time.

#### **Preliminary Concepts**

Space Layouts | SDI will prepare schematic layouts representing the use of space. These layouts will indicate the proposed functional relationship between the dining areas, snack bar, and ballroom kitchen.

Preliminary Equipment Distribution Plan | Upon approval of the basic concepts, we will prepare an equipment distribution plan. It will be used to locate and identify, in preliminary form, all snack bar and ballroom kitchen equipment.

Preliminary Budget | Based on the preceding information, we will prepare a preliminary budgetary cost estimate for the project, then proceed as follows:

- · Present and review the preliminary budget.
- · Revise the preliminary budget, as required.
- · Obtain client's approval of the preliminary budget.



#### **DESIGN DEVELOPMENT**

Based on the approved preliminary concept and equipment budget, we will prepare 1/4"-scale equipment plans, which locate and identify in full detail, all snack bar and ballroom kitchen equipment.

- · We will prepare 1/4"-scale drawings using the approved architectural drawings.
- · We will itemize all equipment for which the kitchen equipment contractor is responsible.
- · We will identify all other equipment and systems that someone other than the kitchen equipment supplier is responsible for providing.
- · We will provide the design team with updated utility loads and consumptions.



#### **CONSTRUCTION DOCUMENTS**

#### **Working Drawings**

Upon approval of the design development portion of the project, we will prepare and issue 1/4" scale working drawings for all areas within our scope of responsibility:

#### **Building Condition Plans**

SDI will identify and locate all building requirements for accommodating the snack bar and ballroom kitchen equipment, such as floor recesses, critical clearances, conduit or sleeve locations, raised pads, exhaust duct connection sizes and locations, etc.

#### **Plumbing/Electrical Connection Plans**

SDI will identify, size, and locate all rough-in and connection requirements for water, gas, steam, drains, and electrical services.

#### **Miscellaneous Systems Drawings**

SDI will prepare drawings for the exhaust hoods, refrigeration system, utility distribution system, water system, and other systems as appropriate.

#### **Fabrication Details**

We will prepare detailed isometric drawings and sections of special or custom fabricated equipment.

#### **Specifications**

We will prepare a complete set of detailed, itemized specifications for all new equipment approved by the owner for the following: bid negotiations, purchase, and/or issuing for competitive bids.

#### **Bid Review**

SDI will evaluate all bid submittals for the food service contract and issue its recommendations to the owner.



#### **CONSTRUCTION ADMINISTRATION**

#### Observation

SDI will review and respond to contractor RFIs; review and approve all shop drawings; and review the final placement of all kitchen equipment to ensure that it is in accordance with the final plans and specifications.

#### **Punch List**

SDI will visit the site during installation and provide a preliminary punch and a final punch, which will take place within ten (10) working days after the client occupies the premises. We will prepare and deliver the punch lists to the contractors responsible for all items needing completion.

#### Design Fees ......

SDI proposes to accomplish the aforementioned services for a fixed fee, based on the following stages of completion:

То	tal \$13,500	6
Construction Administration	\$1,725	2
Construction Documents	\$4,600	0
Design Development	\$2,875	1
Schematic Design	\$2,300	2
Programming	\$2,000	1
Basic Services	Fees	Trips

#### **BILLING & TERMS**

We will bill monthly based on the estimated percentage of completion for each active phase during that period. Projects billed on an hourly basis will be billed for hours completed during the billing cycle. Additional services and change orders are billed 100 percent upon approval. Reimbursable expenses are billed monthly, as incurred. Terms of payment are net upon receipt, unless otherwise agreed, but no later than ten (10) days following receipt of payment from your client. Invoices for design support are due net upon receipt. SDI reserves the right to delay project activity in the event that payment exceeds 90 days from the invoice date, unless otherwise agreed.

#### **REIMBURSABLE EXPENSES**

The direct, out-of-pocket expenses we incur while accomplishing this project—air travel, hotel accommodations, car rental, other travel expenses, printing, deliveries, etc.—are not included in the cost of the basic services.

#### **MEETINGS & TRIPS**

We have included in our fee the time associated with the trips listed above. This a not-to-exceed number of trips and/or meetings, based on our assessment and understanding of the project. Direct travel expenses are not included in our fee. If additional out-of-town travel is required, the client agrees to reimburse SDI on a time and materials basis, plus expenses.

#### **OTHER TERMS**

#### **Chargeable Revisions**

In addition to the fees for services listed above, you agree to reimburse SDI \$95 an hour for time spent on any revisions resulting from changes to work previously approved and authorized by you. All additional services must be approved in writing prior to commencing work.

#### **Carrying Costs**

Our invoices are due and payable upon receipt. To justify our costs in carrying receivables that are in excess of thirty (30) days, you agree to pay a charge of 1-1/2% per month on any portion of your account that remains unpaid more than thirty (30) days after our invoice date.

#### Copyright

SDI's custom fabrication details, engineering details, isometrics, equipment specifications, and general conditions are copyrighted and may not be used or reproduced for other projects.

#### **Termination**

We recognize the right of the client to terminate this contract at any time. In the event of such termination, SDI shall be paid in full for services performed up to the termination date, including reimbursement for expenses and any costs associated with collecting fees.

#### Insurance

SDI carries a policy of errors and omissions liability insurance. Should you accept our proposal, our maximum liability will be limited to the total amount of our errors and omissions liability insurance coverage plus our professional fees for the project.

As-Built Drawings
Not included.

#### ACCEPTANCE

If this proposal meets with your approval, please sign and date both copies and return one (1) original to SDI.

Systems Design International	Spillis Candela DMJM
a. Osale	
Eli Osatinski, President	Authorized Signature
01.09.08	
Date	Date



#### **BASIC SCOPE OF SERVICES**

#### **AGREEMENT:**

made as of January 9, 2008,

BETWEEN the ARCHITECT: Spillis Candela DMJM

800 South Douglas Road North Tower, 2nd Floor

Coral Gables, FL 33134

and LANDSCAPE ARCHITECT: Savino & Miller Design Studio

12345 NE 6th Avenue A North Miami, Florida 33161

for the following PROJECT: SURFSIDE TOWN CENTER WEST

Surfside, FL

The Architect and Landscape Architect agree as set forth below:

#### PHASE ONE SCHEMATIC SITE DESIGN

Based on the results of the Phase 1 meetings and analysis/recommendations, and written authorization to proceed, the Landscape Architect shall prepare preliminary design concepts and a Site Master Plan indicating proposed open space improvements. The tasks include:

- 1.1 Prepare up to three (3) preliminary design programs including site features (such as skate park, plaza, water features), planting, and decorative paving.
- 1.2 Provide preliminary range of cost estimate for various components of proposed landscape improvements.
- 1.3 Meetings: A. Up to two (2) meetings with City Staff.
  - B. Up to two (2) meetings with Architect.
  - C. Two (2) Public Hearings
- 1.4 Preparation of Final Open Space Plan, color-rendered for presentation at Public Hearing.

#### PHASE TWO DESIGN DEVELOPMENT PLANS

SITE LOCATION: The site for Phase 2, 3 and 4 work under this Basic Scope of Services shall be defined by the 93rd St. R.O.W. between Collins Avenue and Harding Avenue, and the existing City-owned land to the east and south of the Town Hall (site of proposed indoor gymnasium).

Upon approval of Phase Two and authorization to proceed, the Landscape Architect shall prepare Design Development Drawings which define layout, materials selection with dimensions of open space improvements. The Landscape Architect's services include:

- 2.1 HARDSURFACE PAVING DESIGN will indicate the location and materials of any proposed new pedestrian, vehicular pavement materials and preliminary layout,, fountains, fences/gates, seatwalls, raised planters or other hardsurface features. (Soil Base and Parking Surface/Drainage by Civil Engineer).
- 2.2 WATER FEATURES PLANS: Plans, Sections and Details indicating water features design and their relationship to proposed site improvements. Final pool and fountain/water feature drawings for permit by Pool Engineer and Fountain Consultant.
- 2.3 TREE MANAGEMENT PLANS Proposed preservation, transplanting and removal of all large (over 4" caliper) existing trees and palms. Schedule included; may be included in Planting Plans.
- 2.4 PLANTING PLANS Exterior planting layout, species selection and availability research.
- 2.5 SITE LIGHTING Preliminary Site Lighting Plans with Location, Schedule and Cut Sheets.
- 2.6 COORDINATION review of site utilities, sleeve locations, etc. with Project Team as they impact the open space design. Coordination with Architect for street tree/palm location as required.
- 2.7 MEETINGS The Landscape Architect shall attend up to three (3) meetings, if necessary, with the Owner/Architect to discuss the project requirements as part of Phase 2.
- 2.8 OPINION of PROBABLE COSTS: For construction of planting, paving, water features / fountains.

Note: Two 'Plan Set' submissions are included in this Phase; 50% and 100% completion.

#### PHASE THREE - CONSTRUCTION DOCUMENTS

Based on the approved Schematic Design Plans, the Landscape Architect shall prepare Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. The Construction Documents shall include:

- 3.1 HARDSURFACE PAVING & LAYOUT PLANS will indicate the layout and materials of any proposed new pedestrian pavement areas, seatwalls, raised planters or other hardsurface features (Final vehicular pavement areas by Civil Engineer). Specifications included.
- 3.2 WATER FEATURES PLANS: Plans, Sections and Details indicating water features design and their relationship to proposed site improvements. Final pool and fountain/water feature drawings for permit by Pool Engineer and Fountain Consultant.
- 3.3 PLANTING PLANS will consist of type & location of all existing and proposed planting material. Planting details will indicate methods of installation, and a Plant List for size and quality shall be provided. One set of Digital Plant Images for client review and approval.

- Specifications & Details included.
- 3.4 TREE MANAGEMENT PLANS Final locations of preservation, transplanting and removal of all large (over 4" caliper) existing trees and palms. Details, Specifications, and Schedule included.
- 3.5 IRRIGATION PLANS indicating the location and type of irrigation in all ground floor planting areas. Details and Specifications included.
- 3.6 SITE LIGHTING Final Lighting Plans and coordination with Electrical Engineer. (Final Electrical drawings and permit plans by the Electrical Engineer.)
- 3.7 MEETINGS The Landscape Architect shall attend up to three (3) meetings, if necessary, with the Owner/Architect to discuss the project requirements as part of Phase 4.

Note: Two 'Plan Set' submissions are included in this Phase; 50%, and 100% completion.

#### PHASE FOUR - BID / CONSTRUCTION PHASE SERVICES

The Construction Administration phase shall commence immediately upon submission of the final approved set of Construction Documents, and shall be for work including, but not limited to, the following items:

- 4.1 Bid Review and Assistance We will provide input to the Architect in regard to contractors' bids for the work shown in our plans.
- 4.2 Shop Drawing Review We will provide services to review shop drawings as submitted by the contractor for materials to be utilized for construction of the project.
- 4.3 Meetings We will provide representation at one pre-construction meeting, if required.
- 4.4 Field Representation We will attend up to TEN (10) scheduled site meetings throughout the duration of the construction, for the purpose of providing observation for work as shown in the Construction Documents for Conformity with the plans and specifications, and the preparation of one (1) Substantial Punch List and one (1) Final Punch List.

The services associated with field representation shall endeavor to provide some protection for the City and Architect from deficiencies in the work: but the furnishing of such services will not make the Landscape Architect responsible for or give the Landscape Architect control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractors failure to perform the Work in accordance with the Contract Documents.

- 4.5 The Landscape Architect shall provide interpretation of plans and responses to Contractor RFI documents.
- 4.6 The Contractor shall notify the Landscape Architect a minimum of 72 hours in advance for on-site inspections.
- 4.7 The Landscape Architect shall endeavor to secure compliance by the contractor to the plans and specifications. The Landscape Architect shall not be responsible for job site safety or for construction means, methods, techniques, sequences or procedures, in connection with the work. The Landscape Architect shall not be responsible for the contractor's errors or omissions or failure to carry out work in accordance with the contract documents.

#### **FEE PAYMENT AND SCHEDULE**

The Basic Scope of Services shall be reimbursed according to the following schedule.

PHASE 1 – MASTER PLAN – SCHEMATIC DESIGN	\$ 12,500
PHASE 2 – DESIGN DEVELOPMENT PLANS	\$ 15,000
PHASE 3 - CONSTRUCTION DOCUMENTS	\$ 25,000
PHASE 4 – BID / CONSTRUCTION PHASE SERVICES	<b>\$ 10,500</b>
TOTAL	\$ 63,000

TOTAL FEE OF \$ 63,000 REPRESENTS 7.0% OF \$ 900,000 BUDGET FOR DECORATIVE PAVING, PLANTING, SITE LIGHTING, WATER FEATURES, & IRRIGATION.

Payment Schedule: Fees for Professional Services shall be billed monthly for payment based on percentage of completion. Reimbursable expenses shall be billed with fee invoices. The fee is due within thirty (30) days after (i) date of invoice or (ii) all elements in respect of the particular phase are completed and results delivered to Architect, whichever is later.

A 1.5% late charge shall be added to all balances over thirty (30) days past due and increase by 1.5% every 30 days thereafter on the remaining balance until the total amount is paid in full.

#### REIMBURSABLE EXPENSES

Reimbursable expenses shall include all photographic, air fare, hotel, automobile mileage at prevailing mileage rate established by the Internal Revenue Service, automobile rental, taxi, courier, long-distance telephone/fax, and printing costs (in-house plotting required for review of drawings and project completion shall be reimbursed at the following unit costs: 11" x 17" @ \$.50; 24" x 36" @ \$2.00; 30" x 42" @ \$3.00). A 10% overage shall be included in all reimbursable expenses for administrative costs. Vendor receipts for all reimbursable expenses shall be included with invoices. Landscape Architect shall obtain Architect's prior written approval before incurring any airfare or hotel expenditures.

#### **PROJECT ENGINEERING**

The Landscape Architect shall not be responsible for waterproofing, site drainage, or providing structural, mechanical, civil, pool, fountain or electrical engineering services.

#### **ADDITIONAL SERVICES**

Additional services shall be reimbursed by the Architect at a rate of \$150 per hour for Principal time, \$100 per hour for Project Manager time, and \$70 for CAD/draftsperson time for work not specifically described in the Basic Scope of Services, including but not limited to:

- 1) Additional work for site improvements (including but not limited to ramps/railing, trellises/pergolas, site lighting) not described in the Basic Scope of Services.
- 2) SITE FURNITURE Exterior layout and selection of site furniture including benches, tables, chaise lounges, waste receptacles, bollards, etc.
- 3) Revisions of approved landscape architectural drawings due to changes in Owner and/or Architect's design program or budget, architectural or engineering plans, or as requested by the regulatory agencies having jurisdiction.

- 4) The preparation of alternate designs after the completion of schematic design documents.
- 5) Preparation of record drawings or of measured drawings of existing conditions. If record drawings are requested, the Landscape Architect shall have the right to rely on the completeness and accuracy of the as-built drawings supplied by the Architect.
- 6) Perspective renderings/Models.
- 7) MAINTENANCE MANUAL manual for proposed planting, and site visit after planting installation. Subconsultant: Lisa Hammer, Horticultural Specialist.
- 8) Additional meetings and construction administration site visits.

#### **TERMINATION**

This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. If the project is suspended by the Owner for more than 30 consecutive days, the Landscape Architect shall be equitably compensated for services performed prior to notice of such suspension. Failure of the Architect to make payments to the Landscape Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination. In the event of termination not the fault of the Landscape Architect, the Landscape Architect shall be compensated fully for services performed prior to termination, together with Reimbursable Expenses.

#### **CREDITS/ACKNOWLEDGEMENTS**

Savino & Miller Design Studio shall be given proper credit and acknowledgments for all services including, but not limited to: Landscape Architecture, Site Planning and implementation. Proper credit shall be defined as being named by the Architect or their agent in such circumstances as on-site project identification boards, models, published articles or promotional brochures.

#### USE of LANDSCAPE ARCHITECT'S INSTRUMENTS OF SERVICE

The drawings, other documents, electronic data and other materials prepared by the Landscape Architect for this Project are instruments of the Landscape Architect's service for use solely with respect to this Project and, unless otherwise provided, the Landscape Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Landscape Architect's instruments of service for information and reference in connection with the City's use and occupancy of the Project.

The Owner shall not use or authorize any other person to use the Landscape Architect's instruments of service on other projects, for additions to this Project or for completion of this Project by others so long as the Landscape Architect is not adjudged to be in default under this Agreement except by agreement in writing and with appropriate compensation to the Landscape Architect. The Owner shall indemnify and hold harmless the Landscape Architect, the Landscape Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of unauthorized reuse of instruments of service.

#### **PREVAILING PARTY**

The prevailing party shall be entitled to recovery of attorney's fees and costs if legal action must be taken to enforce the agreement.

#### SUCCESSORS AND ASSIGNS

AGREED TO AND ACCEPTED BY:

The Owner and Landscape Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Landscape Architect shall assign this Agreement without the written consent of the other.

If everything is to your satisfaction, please indicate so by signing below and returning a copy for my records.

Vanet .		
Barry R. Miller	Nina Gladstone	
Savino & Miller Design Studio	Spillis Candela DMJM	
1-08-08		
Date	Date	

# Item 7.C.2 (b) **Town Manager's Report Demolition Contract**

Fort Lauderdale Office - 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316 Phone: 954.921.7781 • Fax: 954.921.8807

Palm Beach Office - 560 Village Blvd, Suite 340, West Palm Beach, Florida 33409 Phone: 561.684.6161 • Fax: 561.684.6360

Memorandum

**DATE:** January 21, 2008

**TO:** Pam Brangaccio, Surfside Town Manager

**FROM:** Phillip Mastrosimone, Director Building Codes Services

**SUBJECT:** Recommendation for award of Contract

**PROJECT:** Demolition/Deconstruction Community Center

**CC:** George Keller, Director of Governmental Services

On November 30, 2007 the Town of Surfside published an Invitation to Bid for the deconstruction and demolition of the building, swimming pool, concrete patios, slabs and other associated apurtances at the present Community Center site. The Invitation to Bid required that in order to qualify all potential bidders must attend a Pre-Bid meeting on December 28, 2007. Twenty-one interested contractors attended that meeting.

The bidding closed on January 11, 2007 at 4:00 p.m. A total of nine bid packages were received and opened by the Town Clerk, Beatrice Arguelles, and were posted on the Town website. The Town's project manager, Calvin, Giordano & Associates, then began the examination of the nine bid packages to ascertain which contractor was the lowest responsive and responsible bidder.

It has been determined that eight of the nine bidders are responsive to the Invitation to Bid submitting all of the bid requirements. As a result of analyzing the bid packages, investigating references, comparable experience and cost comparisons supplied, U.S. Wrecking & Land Clearing is recommended as the highest ranked bidder.

The project management team believes it is in the best interest of the Town to award the Contract for deconstruction and demolition of the Community Center site to U.S. Wrecking & Land Clearing. After award of the contract by the Town an agreement will be pursued with the bidder.

#### DEMOLITION CONTRACTOR SELECTION MATRIX

#### SURFSIDE PROJECT

Demolition Contractor	Contact Name	Bids	Licenses	Insurance	Public Entity	List of	Bid Package	References	LEED	Bid Price	Bid Price with	Contractor	Contractor
		Received	Enclosed	Enclosed	Crimes Form	Equipment	Signed		Experience	with Medallion	Medallion & Roof	"Responsive"	Ranking
Berg Demolition Inc.	Shay Sayag	Yes	Yes	Yes	No	No	Yes	Yes Good++	None Shown	\$108,138.00	\$258,138.00	No	No Equipt list
BG Group	Steve Greenberg	No											
C&C Loader Service, Inc.	Malcolm Shipp	No											
Coastal of Miami		No											
D.H. Griffin Wrecking Co.	Steve Teperman	Yes	Yes	Yes	No	Yes	Yes	Yes Good +	Yes, no doc	\$127,495	\$187,750.00	Yes	4
Decon Environmental	Alon Levin	No											
Demolition Masters	Harry Almeida	No											
Dore & Associates Contracting Inc.	Phil Burzyaski	Yes	Yes	Yes	Yes	Yes	Yes	Yes Good +	None Shown	\$197,600.00	\$342,100.00	Yes	6
E.R.G. Enterprieses LLC	Ernie & Vincent Gandolfo	Yes	Yes	Yes(Wc-ex)	Yes	Yes	Yes	Yes Good ++	Yes, no doc	\$224,500.00	\$284,500.00	Yes	8
ECI Environmental Control	Robert Lozano	No											
Everglades Contractors	Dennis McCully	No											
Fernando Herrera & Luis Moreno		No											
Glenn Bugbee & Rob Brack		No											
International Salvage Inc.		No											
IPQ Construction Inc.	Robert Hloznik	No											
JM Construction Services	Jauan Ocampo	Yes	Yes	Yes (Wc-ex)	No	Yes	Yes	Yes Good ++	Yes, no doc	\$115,000.00+	\$185,000.00+	Yes	3
Miami Wrecking Co.	Kenneth Chaiken	Yes	Yes	Yes	No	Yes	Yes	Yes Good +	None Shown	\$205,784.00	\$637,000.00	Yes	7
Omega Contracting Inc.	Gary Lazares	No											
Remediation Group	Jason Klein	No											
RoGar Management	Javier Rodriguez	Yes	Yes	Yes	No	Yes	Yes	Yes Good ++	None Shown	\$105,517.00	\$255,517.00	Yes	2
Sunrad Group	David Sunshine	No											
U.S. Wrecking & Land Clearing, Inc.	David Ettman	Yes	Yes	Yes	Yes	Yes	Yes	Yes Good ++	Yes, no doc	\$95,000.00	\$205,000.00	Yes	1
Wildcat Demolition	Nathaniel Moret	Yes	Yes	Yes	Yes	Yes	Yes	Yes Good++	Yes, no doc	\$172,000.00	\$247,500.00	Yes	5

# Item 7.C.2 (c) Town Manager's Report Modular Space Contract

#### RESOLUTION NO. \_\_\_\_

A RESOLUTION OF THE TOWN COMMISSION OF THE **TOWN** OF SURFSIDE, FLORIDA, AUTHORIZING THE INTERIM TOWN MANAGER TO ENTER INTO A LEASE AGREEMENT WITH MODULAR SPACE CORPORATION FOR THE LEASE OF SIX (6) MODULAR BUILDINGS, **PROVIDING FOR IMPLEMENTATION OF PROVIDING FOR** AGREEMENT; AND AN**EFFECTIVE DATE**;

**WHEREAS**, the Town of Surfside ("Town") currently leases three (3) modular buildings; and

WHEREAS, the Town's current leases are due to expire on \_\_\_\_\_\_\_, 2008; and

WHEREAS, the Town has found that the leasing of modular buildings is economically beneficial to the Town and wishes to continue leasing modular buildings as temporary facilities for the Parks and Recreation Department while new facilities are being built; and

**WHEREAS**, the Town Commission has determined that it is in the best interests of the Town to enter into the Agreement attached hereto as Exhibit "A" with Modular Space Corporation.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION
OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

**Section 1. Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Agreement Approved.** The Agreement, attached hereto as Exhibit "A" between the Town and Modular Space Corporation is hereby approved, and

the Town Mayor is hereby authorized to execute the Agreement, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

Section 4. Implementation. The Town Manager is hereby authorized to take all action necessary to implement this Resolution and the Agreement in accordance with the terms, conditions and purposes of this Resolution and the Agreement.

<u>Section 5.</u> <u>Effective Date.</u> That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED on this day of January, 2008.						
	Charles W. Burkett, Mayor					
Attest:						
Beatris M. Arguelles, CMC Town Clerk						
APPROVED AND TO FORM AND LEGAL SUFFICIENCY:						

Ordinance No. \_\_\_\_\_

Lynn M. Dannheisser, Town Attorney



LEASE AGREEMENT NO.: 014941

ACCOUNT NO.: 469203 CUSTOMER NO.: 429918

#### **RETURN EQUIPMENT TO ModSpace:**

MIAMI

5000 N.W. 72ND AVENUE

MIAMI FL 33166

Telephone: 305-592-7998

1-800-523-7918

Fax: 305-477-0662

#### Modular Space Corporation, a Delaware corporation ("ModSpace") hereby leases the equipment specified below (the "Equipment") to:

The Town of Surfside

9293 Harding Ave SURFSIDE FL 33154-3009

ONE TIME CHARGES

Customer Contact: Pamela Brangaccio
Telephone: 305 993 1052
Fax: 305 993 5097

P.O. #: -

The Equipment will be located at (subject to Section 4 on attached page):

Town of Surfside 9293 Harding Ave. SURFSIDE FL 33154

Customer hereby leases Equipment from ModSpace for a minimum period of <u>36</u> months (the "Minimum Lease Period") from the start of the lease term in accordance with the terms and conditions of this Lease Agreement including the terms and conditions set forth on the attached page (this "Lease"). Rental month is defined as a thirty-day period.

Customer agrees to pay ModSpace without demand and in advance the monthly rental and other charges on the due dates set forth in this Lease. The anticipated delivery date for the Equipment, subject to Section 3(c) on the attached page, will be on or about the 18th day of February, 2008.

Unit	Class	Width	Length	Serial No.	Monthly	Weekly	Daily	Insurance Value
047335	DESM	12'	44'	4315	\$307.00	\$70.65	\$10.09	\$25, 997
047336	DESM	12'	44'	4316	\$308.00	\$70.88	\$10. 13	\$17, 325
605434	QUAD	12'	60'	DSI13082A	\$434.00	\$99. 88	\$14. 27	\$22, 575
605435	QUAD	12'	60'	DSI13082B	\$434.00	\$99.88	\$14. 27	\$22, 575
605436	QUAD	12'	60'	DSI13082C	\$434.00	\$99.88	\$14. 27	\$22, 575
605437	QUAD	12'	60'	DSI13082D	\$433.00	\$99.65	\$14. 24	\$22, 575

ONE TIME CHARGES		
INSTALLATION		
RAMP ASSEMBLY (Qty: 1 at \$695.00)		\$695. 00
SET-UP COMPLEX (Qty: 1 at \$2,645.00)		\$2, 645. 00
SET-UP COMPLEX (Qty: 1 at \$7,865.00)		\$7, 865. 00
To meet 146 mph wind loads		
DELIVERY		
BUILDING DELIVERY (Qty: 1 at \$875.00)		\$875. 00
BUILDING DELIVERY (Qty: 1 at \$1,435.00)		\$1, 435. 00
RETURN DELIVERY		
BUILDING RETURN* (Qty: 2)		! **!
RAMP RETURN* (Qty: 1)		1 * * 1
DISMANTLING		
TEAR DOWN COMPLEX* (Qty: 2)		***
'*' Billed at Termination	Total	\$13, 515. 00
'**' Billed at current rate at Termination		

MONTHLY CHARGES	
COMPLEX	\$2, 350. 00
RENTAL	
RAMPS (Qty: 1 at \$265.00)	\$265. 00
Proposal for 10' x 10' Deck,(1) Switch Back Ramp and	(
5'x 10' ) Step ( 1 ) 5' x 5' Step.	
OTHER OPTIONAL EQUIPMENT	
(Qty: 1 at \$635.00)	\$635. 00
Equipment needed to spot modular on site ( translift )	
OTHER OPTIONAL EQUIPMENT	
(Qty: 1 at \$1,175.00)	\$1, 175. 00
STEPS (Qty: 1 at \$95.00)	\$95. 00
Total	\$4, 520. 00

DAILY: \$77. 27 WEEKLY: \$540. 82

No agent, employee or representative of ModSpace has any authority to make any representation or warranty concerning the Equipment that is not specifically included in this Lease. Unless specifically identified in this Lease, this Lease supersedes all prior negotiations, proposals and documents. This Lease will not be subject to any additional provision that may be contained in the Customer's purchase order, although Customer's purchase order number may be used by the parties as a convenient reference for invoicing purposes.

SITE PREPARATION NOT PART OF THIS PROPOSAL.

ALL MODULAR UNITS ARE ON A FIRST COME, FIRST SERVED BASIS.

\*SET-UP PRICES INCLUDES TWO SETS OF SIGNED AND SEALED UNIT DRAWINGS FOR CUSTOMER TO SUBMIT FOR PERMIT APPROVAL.

SUITABLE AND ACCESSIBLE SITE REQUIRED BY TRUCK.

FORKLIFT REQUIRED BY CUSTOMER AT SITE IF NEEDED.

THIS PROPOSAL DOES NOT REPRESENT A CONTRACTUAL COMMITMENT AND IS SUBJECT TO G.E. MODULAR SPACE CORPORATE APPROVAL.



LEASE AGREEMENT NO.:	014941
LLAGE AGREEMENT NO.	U 1 T J T 1

ACCOUNT NO.: 469203 CUSTOMER NO.: 429918

#### **RETURN EQUIPMENT TO ModSpace:**

MIAMI

5000 N.W. 72ND AVENUE

MIAMI FL 33166

Received and Accepted By:

Name:

Telephone: 305-592-7998

1-800-523-7918

(please print)

Fax: 305-477-0662

#### (Continued)

Date:

\*SET-UP PRICES INCLUDES TWO SETS OF SIGNED AND SEALED RAMP DRAWINGS FOR CUSTOMER TO SUBMIT FOR PERMIT APPROVAL.

US20021216 Form:



#### TERMS AND CONDITIONS OF LEASE AGREEMENT

#### 1. Lease

This transaction is a lease as defined by the Uniform Commercial Code as enacted in Pennsylvania and not a sale. Customer does not acquire through this Lease or by payment of rental under this Lease any right, title or interest in or to the Equipment, except the right to possess and use the Equipment so long as Customer is not in default under this Lease.

#### 2. Rental and Other Payments

(a) The start of the lease term is the date on which ModSpace substantially completes its scope of work for installation, unless otherwise agreed to among the parties. Monthly rental will accrue through and including the month in which the later of the Return Date or End of the Term occurs. The "Return Date" is the date on which the Equipment is returned to ModSpace in accordance with the terms of this Lease. The "End of the Term" is the date on which the term of this Lease is to expire, either originally, under a renewal term or under month-to-month renewals as contemplated by this Lease. Rental and such other charges will be prorated on a daily basis where necessary. Unless otherwise specified in this Lease, charges for delivery and installation, initial month's rent and any applicable initial charges for the Optional Insurance Program and Damage Waiver will be due and payable at the start of the lease term, and charges for teardown and return will be due and payable at the earlier of the Return Date or the End of Term. After payment of the initial month's rent, each month's rent thereafter is due and payable without demand and in advance (i) at the end of each thirty (30) day period following the commencement of the lease term, if a rental month is defined on the first page of this Lease as a thirty-day period or (ii) on the first of each month immediately following the month in which this lease commences, if a rental month is defined on the first page of this Lease as a calendar month. All other sums payable by Customer under this Lease are due and payable when invoiced. Unless agreed otherwise, all payments made under this Lease will be made by Customer's check drawn on its regular bank checking account or such other form of payment as is acceptable to ModSpace. All payments by Customer will be made without setoff or deduction of any kind.

(b) Customer will pay ModSpace for any and all sales and use taxes, other direct taxes and registration fees imposed by any city, county, state, or federal government or other taxing authorities and related directly or indirectly to the Equipment or its use, excluding federal or state taxes relating to income (all of the foregoing that Customer is to pay, "Taxes").

Taxes may be allocated by ModSpace on either an individual or prorated basis for any item of Equipment based on purchase price, value, possession, use, location, rentals, delivery or operation of such Equipment. Taxes may include an allocation(b) Customer will pay ModSpace for any and all sales and use taxes, other direct taxes and registration fees imposed by any city, county, state, or federal government or other taxing authorities and related directly or indirectly to the Equipment or its use, excluding federal or state taxes relating to income (all of the foregoing that Customer is to pay, "Taxes"). Taxes may be allocated by ModSpace on either an individual or prorated basis for any item of Equipment based on purchase price, value, possession, use, location, rentals, delivery or operation of such Equipment. Taxes may include an allocation on a statewide basis of locally imposed taxes. Customer's obligations under this Subsection will survive the termination of this Lease.

- (c) For Customer's convenience, ModSpace intends to issue invoices for amounts due under this Lease. If Customer fails to pay any amount due within twenty (20) days of the due date, ModSpace may impose a charge on such amount at one and one-half percent (1-1/2%) per month or the highest rate permitted by law, whichever is lower, from the due date until payment in full is received by ModSpace.
- (d) When the Lease term exceeds eleven (11) months, the rental charge may, at ModSpace's option, be adjusted upward, based upon the Consumer Price Index, All Urban Consumers, U.S. City Average, All Items ("CPI") (United States Bureau of Labor Statistics or such other index as may succeed the CPI), as follows: For each change of one percent (1%) in the CPI from the CPI as available immediately prior to the start date of this Lease, the rental rate will be adjusted by a factor of one percent (1%). Any adjustments will take effect at six (6) months following the start date of this Lease and will be further adjusted each six (6) months thereafter. The adjustment will be based on the most recent CPI indices available prior to the invoice in which an adjustment is made.
- (e) From time to time, at ModSpace's option, ModSpace may add additional costs and expenses, including but not limited to increases in fuel costs and/or other operating costs and expenses ("Additional Operating Costs") to the rental charges and other payments that Customer must pay to ModSpace under this Lease, said Additional Operating Costs will be calculated by ModSpace, in its sole discretion, as a result of increases in ModSpace's costs and expenses.

#### 3. Delivery and Installation

(a) Customer will provide free and clear access for delivery of the Equipment by standard mobile transport vehicles. Customer will be solely responsible, at its cost, for preparation of the site on which the Equipment is to be used (the "Site"), including any required structural or grade alterations and identification of utility lines. Customer will provide firm and level ground on no more than a six-inch (6") slope from one end to the other for safe and unobstructed installation for the Equipment. Site selection is the sole responsibility of Customer. ModSpace ASSUMES NO LIABILITY NOR OFFERS ANY WARRANTY FOR THE FITNESS OR ADEQUACY OF, OR THE UTILITIES AVAILABLE AT THE SITE.

- (b) Customer will have sole responsibility, at Customer's cost, to obtain any and all licenses, titles, building and other permits and any other approvals and certificates as may be required by law or otherwise for the installation and placement of the Equipment and Customer's lawful operation, possession or occupancy of the Equipment. Customer agrees that all certificates of title or registration applicable to the Equipment will reflect ModSpace's ownership of the Equipment.
- (c) ModSpace's delivery of the Equipment is subject to delays in manufacturing, modification, delivery or installation due(c) ModSpace's delivery of the Equipment is subject to delays in manufacturing, modification, delivery or installation due to fire, flood, windstorm, riot, civil disobedience, strike or other labor actions, acts of God, or any circumstances beyond ModSpace's control (including but not limited to breaches by ModSpace's sub-contractors or manufacturers) which delay the manufacture or modification of products or the making of deliveries in the normal course of business.
- (d) The prices for delivery, installation, teardown, return delivery and other "one-time" charges, the due dates of such charges and the start date of this Lease assume accuracy of the information given to ModSpace with respect to Site conditions and locations and are subject to adjustment to the extent that the timing of or physical nature of access to the Site is or becomes limited, the Site does not have adequate load bearing or topographic qualities or is otherwise not properly prepared, utilities are not correctly located, provision of utilities is not timely or applicable licenses or permits are not provided in a timely manner or Customer otherwise delays completion of ModSpace's scope of work. (e) ModSpace may suspend work at the Site if ModSpace deems the Site to be unsafe.

#### **Maintenance of Equipment**

- (a) Customer will not move or in any way modify the Equipment without written consent of ModSpace. Notwithstanding ModSpace's consent to Customer's modification of the Equipment, Customer is liable for the cost of the removal of such modification or restoration of the Equipment upon the termination of this Lease for the modified Equipment. ModSpace may place its name on the Equipment, and Customer will assure that such name is not removed or concealed in whole or in part.
- (b) Customer, at Customer's sole cost, will keep the Equipment at all times until the Return Date in good repair and operating condition, subject to ordinary wear and tear, and free of any and all liens and encumbrances. ModSpace will have the right to inspect the Equipment from time to time until the Return Date and if ModSpace believes the Equipment to be misused, abused or neglected, ModSpace may summarily remove and repossess the Equipment at Customer's cost.
- (c) Customer will perform, execute and comply with all Laws which in any way affect the use, operation, maintenance, or storage of the Equipment. "Laws" means all laws, rules, regulations or orders of any governmental agency or instrumentality of the United States, Canada, any state, province, municipality or other local government and all orders, writs and decrees of any court, tribunal or administrative agency, in any case which now exist or hereafter arise (including but not limited to laws governing Hazardous Substances and other environmental risks and the Americans with Disabilities Act). Customer will not make or permit any unlawful use or handling of the Equipment.
- (d) HAZARDOUS SUBSTANCES. (i) "Hazardous Substances" means hazardous, toxic, radioactive or bio-hazardous substances or petroleum products. (ii) Customer will not use or store Hazardous Substances in the Equipment, except such substances and in such quantities as would be normal in the operation of a commercial office. Customer will not locate the Equipment at a remediation or nuclear site or use the Equipment for medical laboratory testing. (iii) Ordinary wear and tear does not include contamination by Hazardous Substances. If any returned Equipment is found to have been contaminated by Hazardous Substances during Customer's possession, ModSpace may charge Customer for the clean up or may require Customer to purchase the Equipment at the then current market price charged for an uncontaminated unit.
- (e) Customer agrees that the Equipment leased hereunder will not be occupied by any person other than Customer or its agents, employees or invitees. The Equipment will not be used for residential or dormitory purposes.

#### 5. NO WARRANTY FOR MERCHANTABILITY OR FITNESS

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF ANY KIND, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, ARE HEREBY EXCLUDED BOTH AS TO THE EQUIPMENT AND AS TO ANY INSTALLATION, MAINTENANCE OR REPAIR WORK PERFORMED BY ModSpace ON THE EQUIPMENT.

#### **Limitation of Damages**

Customer does hereby expressly waive any and all claims and demands for loss of profits or other alleged consequential, incidental or punitive damages arising out of or in connection with this Lease. ModSpace is not liable for any loss or damage to any property stored, located or transported in, upon, under or around any Equipment and Customer does hereby waive any and all claims and demands for any such loss or damage.

Form: US20021216



#### TERMS AND CONDITIONS OF LEASE AGREEMENT

#### 7. End of Lease

(a) Unless specified otherwise, Customer must give ModSpace sixty (60) days' prior written notice of the date on which the Equipment is to be returned.

(b) If Customer, without any further written agreement, continues to possess or occupy the Equipment after the expiration of the initial and any renewal term of Lease, with or without consent of ModSpace, Customer will then be deemed to have renewed this Lease on a month-to-month basis subject to such rate as ModSpace declares to be in effect (and in the absence of such declaration at the last monthly rate applicable to the Equipment), and ModSpace may terminate such month-to-month extensions at any time.

- (c) If, at any time after the initial or any renewal term (or at ModSpace's request at any time this Lease is on a month-to-month basis), ModSpace requests the return of the Equipment, Customer will return the Equipment to ModSpace, within five (5) days, at ModSpace's designated address, at Customer's sole cost. Missing accessories, attachments or other items, repairs of any kind and restoration to original specifications whether due to Customer alterations or otherwise will remain the sole responsibility of Customer, normal wear and tear excepted.
- (d) Customer may terminate this Lease prior to the expiration of the Minimum Lease Period, subject to all terms and conditions of this Lease, and the Customer will pay (in addition to tear-down and return charges) the following termination charges:
  - i) If Customer is the first user of the Equipment: the remaining unpaid rental charges for the Minimum Lease Period;
  - ii) If Customer is not the first user: (A) if the remaining Minimum Lease Period ("MLP") is less than three (3) rental months, four (4) times the Adjusted Weekly Lease Charge ("AWLC"); (B) if the remaining MLP is between three (3) rental months and six (6) rental months, inclusive, eight (8) times the AWLC; if the remaining MLP is more than six (6) rental months but one (1) year or less, twelve (12) times the AWLC; if the remaining MLP exceeds one (1) year, fourteen (14) times the AWLC for each year, or portion thereof, of the portion of the remaining MLP cancelled.
  - iii) The "Adjusted Weekly Lease Charge" or "AWLC" means the Weekly Lease Charge less that portion representing amortization of any delivery, set-up, teardown, return or similar one-time charges and customer-requested modifications not provided as a separate charge under the terms of this Lease (the "Amortized One-Time Costs") In addition, Customer will pay in full the unpaid Amortized One-Time Costs. In no case will the termination charges be in excess of the rental charge for the remainder of MLP.

#### 8. Indemnification

Customer hereby specifically indemnifies, agrees to defend and holds harmless ModSpace, its employees and agents from any and all loss, claims, liabilities, damages, fines, forfeitures, seizures, penalties and expenses (including attorneys' fees and investigative costs) (collectively "Losses") that may arise from or in connection with:

(a) The loss of or damage to the Equipment prior to the Return Date because o(a) The loss of or damage to the Equipment prior to the Return Date because of collision, fire, lightning or theft, flood, windstorm or explosion, civil disturbance or riot or any other peril or casualty;

- (b) The death of or injury to, including but not limited to, damage to the property of, any person (other than the Equipment) as a result of, in whole or in part, the use or condition prior to the Return Date of the Equipment;
- (c) Any act or omission of Customer in violation of this Lease;
- (d) The actual or alleged storage, maintenance, use, handling, repair, or operation of the Equipment, prior to the Return Date, including but not limited to any failure to use anchor straps, any work done on, or any materials supplied to or in connection with the operation, maintenance, possession or storage of the Equipment and any loss or damage to anything stored in any of the Equipment; and
- (e) Any damage to Customer's property or the property of any third parties incurred during or in connection with the fulfillment of Customer's obligations by or on behalf of ModSpace or the repossession or return of Equipment by ModSpace in accordance with the terms of this Lease.
- The obligations contained in this Section 8 will survive expiration or termination of the term of this Lease and the Return Date. The indemnifications contained in this Section 8 will apply to any Losses whether they are asserted before or after the Return Date.

#### 9. Insurance

- (a) Customer, at Customer's sole cost, will procure and keep in full force and effect, from the initial delivery date until the return of all Equipment the following policies of insurance satisfactory to ModSpace as to the insurer and as to the form and amount of coverage, with premiums prepaid:
  - i) Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence, written on an occurrence form, including coverage for premises, operations, contractual liability, broad form property damage, independent contractors and personal injury liability, naming ModSpace as an additional insured.
  - ii) Commercial Property Insurance protecting against all loss and damages, at full replacement cost, sustained or suffered due to the loss of or damage to the Equipment as a result of collision, fire, lightning, theft, flood, windstorm, explosion or any other casualty, naming ModSpace and Bank of America, N.A. as a loss payee.
- (b) Customer will deliver certificates evidencing all such insurance to ModSpace within fourteen (14) days after delivery of the Equipment to Customer's site, time being of the essence; except that, if Customer elects to enroll in the Optional Insurance Program or the Damage Waiver Option, Customer will not have to deliver certificates of insurance to ModSpace for the type of risks covered by the Optional Insurance Program or Damage Waiver Option as elected by Customer. Each certificate will state that such insurance will not terminate or be materially changed without thirty (30) days' prior written notice to ModSpace.
- (c) If Customer fails to deliver the insurance certificate as required by paragraph (b) on the date required, Customer will be in default under this Lease. In addition to all the other remedies for default under this Lease, ModSpace may (i) impose upon Customer a one-time fee for insurance processing of One Hundred Dollars (\$100) and (ii) assess as additional rent an uninsured lessee fee of ten percent (10%) of the monthly rental from the start of the lease term until the required insurance certificate is delivered to ModSpace.
- (d) Obtaining insurance as described above, including the Optional Insurance Program, will not affect Customer's obligations and indemnities under this Lease, and the loss, damage to, or destruction of any of the Equipment will neither terminate this Lease nor, except to the extent that ModSpace is actually compensated by insurance paid for by Customer, relieve Customer of any of Customer's liability under this Lease.

#### 10. Optional Insurance and Damage Waiver

- (a) In certain circumstances, Customer may choose (i) to enroll in an Optional Insurance Program to cover general liability risks (the "Optional Insurance Program") or (ii) to accept a Damage Waiver Option to cover damage to the Equipment (the "Damage Waiver Option") or (iii) to elect both options. If the Optional Insurance Program or the Damage Waiver Option is available and Customer, in writing prior to delivery of the Equipment to the site, elects to enroll in the Optional Insurance Program or accept the Damage Waiver Option, then, Section 10(b) will apply if Customer elects to enroll in the Optional Insurance Program and, Section 10(c) will apply if Customer accepts the Damage Waiver Option.
- (b) The Optional Insurance Program is fully described in an Outline of Coverage ("the "Outline of Coverage") which Customer has received and reviewed prior to any election to enroll in the Optional Insurance Program. All questions regarding the Optional Insurance Program will be answered by the qualified licensed insurance agent identified in the Outline of Coverage. If Customer properly elects to enroll in the Optional Insurance Program, so long as such coverage is still in full force and effect, Customer will not be required, under this Lease, to carry additional commercial liability insurance as required by Section 9(a)(i).
- (c) If the Damage Waiver Option is properly elected and so long as Customer timely pays the additional fee specified for such Damage Waiver Option, Customer will not be required, under the terms of this Lease, to carry any additional commercial property insurance as required by Section 9(a)(ii) and Customer will not be liable to ModSpace in excess of \$500 per unit of Equipment for loss or damage specified in Section 8(a), except Customer will not be relieved of liability if Customer violates any other provision of this Lease.

#### THE DAMAGE WAIVER IS NOT INSURANCE COVERAGE.

- (d) Customer's coverage under the Optional Insurance Program or acceptance of the Damage Waiver Option may be cancelled by either party and rates for coverage under the Optional Insurance Program or fees for the Damage Waiver Option may be changed upon thirty (30) days' prior written notice. If the Optional Insurance Program or Damage Waiver Option is, for any reason, cancelled, Customer will provide to ModSpace evidence of policies of insurance as set forth in Sections 9(a)(i) or 9(a)(ii), as appropriate, within ten (10) days prior to the effective date of such cancellation.
- (e) The coverage provided under the Optional Insurance Program and the limitation of liability under the Damage Waiver Option does not extend to the transportation of Equipment or its contents and, only extends to Equipment installed on ground level.
- (f) The Damage Waiver Option will not be binding upon ModSpace unless any loss, damage, injury or claim is reported to ModSpace in writing within seventy-two (72) hours of the occurrence of any such event. Customer will also provide any information in regard to such event that ModSpace reasonably requests.



#### Form: US20021216

#### TERMS AND CONDITIONS OF LEASE AGREEMENT

#### 11. Default

The occurrence of one or more of the following in clauses (a) - (e) below will constitute an Event of Default under this Lease:

- (a) Customer fails to pay when due any rental payment or any other payment due under this Lease or fails to perform its obligations under Section 9 of this Lease;
- (b) Customer fails to perform or observe any other term or condition under this Lease and such failure remains unremedied for more than ten (10) days after such failure to perform or observe;
- (c) Customer or any person or entity which controls more than fifty percent (50%) of Customer's equity (a "Control Person") or any guarantor of any of Customer's obligations hereunder (a "Guarantor") (i) becomes insolvent, (ii) becomes subject to any voluntary or involuntary bankruptcy or reorganization proceedings, (iii) commits an act of bankruptcy, (iv) makes an assignment for the benefit of creditors, (v) appoints or submits to the appointment of a receiver for all or any of its assets, (vi) admits in writing its inability to pay its

debts as they become due or (vii) enters into any type of voluntary or involuntary liquidation or dissolution;

- (d) Customer, any Control Person or any Guarantor defaults under any other agreement with ModSpace or any affiliate of ModSpace; and (e) Any letter of credit, guaranty or other security given to secure the performance of Customer's obligations under this Lease expires, terminates or in the reasonable opinion of ModSpace becomes worthless. Upon the occurrence of an Event of Default, ModSpace will have the option to declare the entire balance of rent for the remainder of the stated lease term immediately due and payable and to accelerate and make immediately due and payable any other amounts owing under this Lease. ModSpace will also have the option to retake and retain any or all of the Equipment free of all rights of Customer without any further liability or obligation to redeliver any of the Equipment to Customer, and Customer hereby grants ModSpace the right to enter upon any premises where all or any of the Equipment is located in order to take possession of and remove such Equipment.
- (Notwithstanding the foregoing, if an Event of Default occurs under clause (c) above, such accelerations will occur automatically without the need for declaration.) Customer will pay to ModSpace on demand all fees, costs and expenses incurred by ModSpace in enforcing its rights under this Lease, including without limitation reasonable attorneys' fees. The remedies provided in favor of ModSpace will be cumulative and in addition to all other remedies provided in this Lease or existing at law or in equity. No action taken by ModSpace pursuant to this Section 11 or Section 13 will release Customer from Customer's covenants, obligations and indemnities provided under this Lease, including but not limited to Customer's obligation for the payment of rentals provided in this Lease.ModSpace retakes possession of the Equipment or any part of the Equipment and there is at the time of such retaking, in, upon or attached to such repossessed Equipment, any
- other property, goods or things of value owned by Customer or in the custody or control of Customer, ModSpace is authorized to take possession of such other property, goods or things and hold the same for Customer, at Customer's sole cost, either in ModSpace's possession or in public storage, at ModSpace's sole discretion.

#### 12. ModSpace' Right To Cure

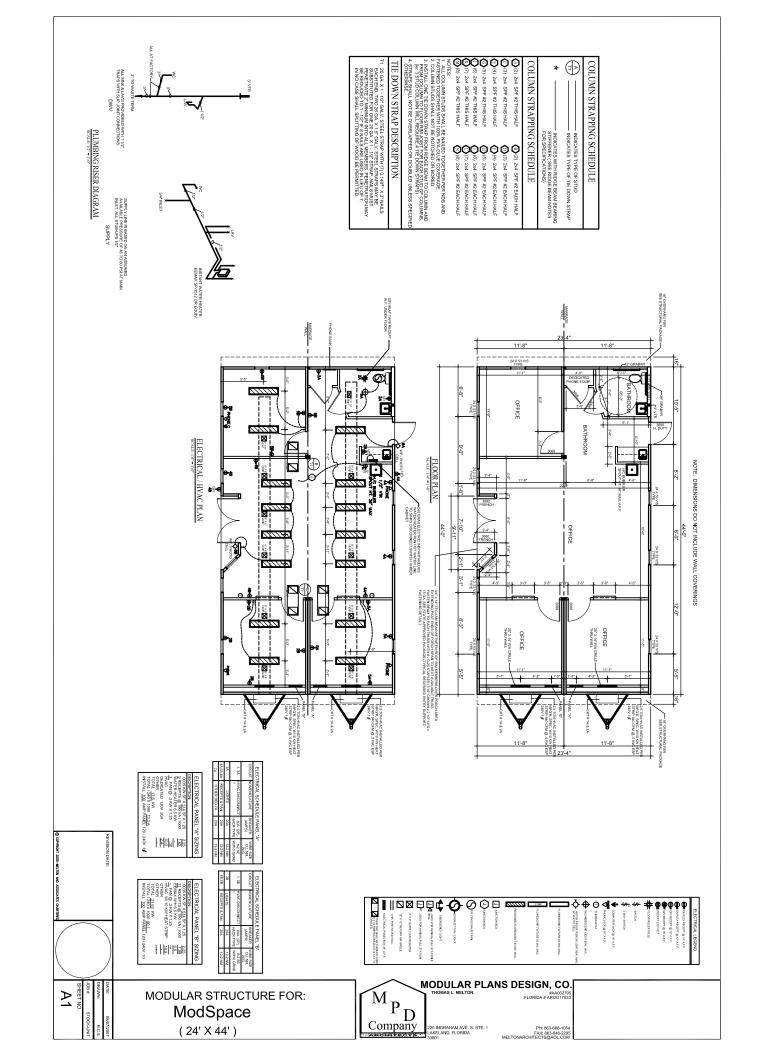
If Customer defaults in any of its obligations under this Lease, whether or not an Event of Default then exists, ModSpace may pay all amounts or perform or cause to be performed all obligations required to be paid or performed by Customer under this Lease and recover from Customer as additional rent all amounts so paid or the reasonable value of all services so performed.

#### 13. Set-Off

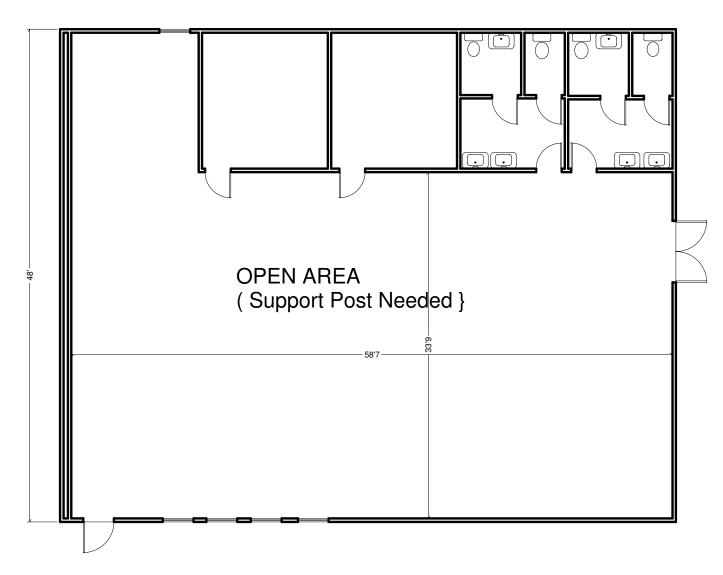
Without limiting any other provision of this Lease, upon the occurrence of an Event of Default, ModSpace will have the immediate right, without notice, demand or other action, to set-off against Customer any amounts ModSpace may hold as prepayments or deposits for ModSpace liabilities to Customer whether or not then due to Customer. Unless otherwise prohibited by law, ModSpace will be deemed to have exercised such right to set-off and to have made a charge against any such sums immediately upon the occurrence of any Event of Default by Customer.

#### 14. Assignment, Amendment, Modification, Miscellaneous

- (a) Customer will not have the right to assign this Lease or to sublet, rent or otherwise hire out or transfer possession of any of the Equipment to any person or entity other than ModSpace, without the prior written consent of ModSpace. ModSpace may assign this Lease and the rentals reserved under this Lease. If ModSpace makes such an assignment, the assignee will acquire all rights and remedies possessed by or available to ModSpace under this Lease.
- (b) This Lease contains the entire agreement between the parties pertaining to the subject matter of this Lease. No agreements, representation or understandings not specifically contained in this Lease will be binding upon any of the parties hereto unless reduced to writing and signed by the parties to be bound thereby. Any amendment, modification or addendum to this Lease will not be binding on ModSpace unless signed by an authorized officer of ModSpace. This Lease will be governed as to its construction, interpretation and effect by the laws of the Commonwealth of Pennsylvania without regard to principles of choice of laws.



# VERY NICE MODULAR WITH 9' CEILING 48' x 60' COMPLEX

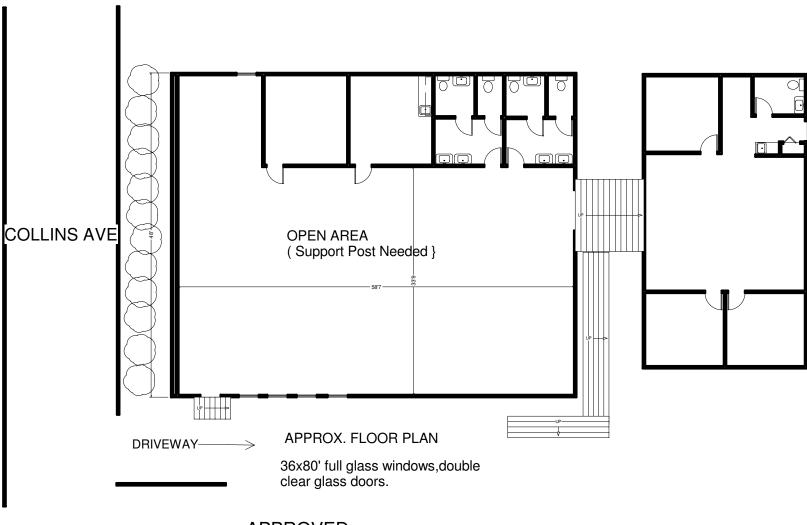


#### APPROX. FLOOR PLAN

36x80' full glass windows,double clear glass doors.

APPROVED	
BY:	DATE:

### VERY NICE MODULAR WITH 9' CEILING 48' x 60' COMPLEX



APPROVED BY:\_\_\_\_\_DATE:\_\_\_\_

# Item 7.C.2 (d) Town Manager's Report Community Center Financing Options

SunTrust Bank
Mail Code FL-Miami 1042
777 Brickell Ave., 4<sup>th</sup> Floor
Miami, FL 33131
Tel (305) 579-7014
Fax (305) 579-7133
Delle.joseph@suntrust.com



January 18, 2008

Mrs. Pamela Brangaccio Town Manager Town of Surfside 9293 Harding Avenue Surfside, Fl 33154

Dear Mrs. Brangaccio:

We are very pleased to provide the Town of Surfside with this Term Sheet for the requested facility. SunTrust Bank (hereinafter referred to as the "Bank") will provide the requested loan subject to the following terms and conditions.

- 1. **THE BORROWER**: The Borrower shall be the Town of Surfside (hereafter referred to as the "Borrower").
- 2. <u>AMOUNT OF THE LOAN</u>: The loan shall be for an amount up to \$15,000,000 and shall be individually evidenced by a promissory note in such amount executed by the Borrower. The loan will be in the form of an amortized <u>Non-Bank Qualified</u> Tax Exempt Term Loan from SunTrust Equipment Finance and Leasing Corporation ("the Loan"). Proceeds under the Loan will be used to finance various capital projects throughout the Town ("the Project").
- 3. MATURITY DATE, AMORTIZATION TIME PERIOD, REPAYMENT TERMS: The Note will mature 20 years from closing date. The Loan will be "interest-only" during the first 18 months (construction period) with principal repayment scheduled during years 2 through 20 of the credit facility. Semi-annual loan payments of interest and principal (as applicable) will be required, the first of which being due on January 1, 2009.

All semi-annual payments shall be due on January 1<sup>st</sup> and July 1<sup>st</sup> of each year. All payments by the Borrower shall be made by the due date by no later than 2:00 p.m. to the Bank in immediately available funds, free and clear of any defenses, set-offs, counterclaims, or withholdings or deductions for taxes.

\*-

4. <u>INTEREST RATE</u>: The loan shall bear a Non-Bank Qualified Tax Exempt fixed interest rate of: 4.14% for the 20-year term of the Loan. This is an indicative rate based on current market's rates of the date of the Term Sheet. Estimated annual debt service requirement during principal and interest payment period is \$1,168,534.00

Interest at the foregoing rate will be computed on the basis of a 360-day year and shall be calculated for the actual number of days elapsed.

5. <u>COLLATERAL</u>: The proposed Tax Exempt Loan will be secured by the pledge of the Town's Franchise and Utility Taxes (hereinafter referred to as the "Pledged Revenues"). / 198 Macro P

9/30/2006

In the event that the Pledge Revenues are unavailable or insufficient to cover the annual debt service and the full repayment of the Loan, the Borrower pledges to budget and appropriate from Non-Ad valorem revenues the appropriate amount necessary for the annual debt service and full repayment of the Loan (CBA).

- 6. **FINANCIAL REPORTING REQUIREMENTS:** The Borrower shall submit audited financial statements and an operating budget for all funds, as ratified by the Mayor and Town Commission, statements to the Bank not less than annually.
- 7. <u>COVENANTS & CONDITION</u>: Any material change in the property or the financial condition of the Borrower prior to the closing date shall relieve SunTrust of all obligations hereunder and thereupon this Term Sheet shall be of no further force or effect.

General Fund non ad-valorem revenues plus Pledged Revenues for the Loan, less any portion of essential governmental services that is not covered by ad-valorem revenues, shall provide a minimum annual debt service coverage of 1.00 times on Borrower's debt secured by the Pledged Revenues and CBA. Essential services are defined as general governmental and public safety expenses. Parity debt covenant will be set at 1.25 times for any additional borrowings to be secured by the Pledged Revenues.

Funding of the Note is contingent upon a satisfactorily legal opinion as to the Borrower's tax-exempt status and authority under its Charter to borrow money, as well to the fact that the Note constitutes bank-qualified status. The legal opinion and the authority to borrow money must be acceptable to the Bank in form, manner, tenure and purpose.

- 8. **<u>DISBURSEMENT</u>**: It is understood and agreed that no Loan funds shall be required or disbursed until all documents and conditions outlined herein have been received and/or approved by the Bank and all terms and conditions in this Term Sheet have been satisfactorily met.
- 9. **EXPENSES**: Borrower shall furnish to the Bank, without charge to the Bank, the opinion of Bond Counsel, approving the legality of the loan together with the closing certificates and other applicable documents related to the closing of the transaction.

The Borrower shall be required to pay all reasonable and necessary expenses associated with the contemplated transaction, including but not limited to the Bank's attorney's fee for the review

- 17. **INDEMNITY**: In the event the Bank is named in any action brought against the Borrower for actions occurring during the period of the loan, Borrower shall indemnify and hold the Bank fully harmless for any and all claims arising out of or resulting from any such claim, including any and all costs of defending such action and reasonable attorney's fees incurred in connection therewith.
- 18. WAIVER OF RIGHT TO JURY TRIAL: IF ANY LEGAL ACTION IS TS OR **TRIAL**

TAKEN WITH RESPECT TO THIS PROPOSAL OR THE LOAN DOCUMEN ANY TRANSACTION DESCRIBED IN THIS TERM SHEET OR THE LOAN DOCUMENTS, THE BORROWER AND BANK WAIVE THEIR RIGHTS TO BY JURY.
Very truly yours,
SunTrust Bank
Sitetical
By: Delle Joseph First Vice President Institutional & Government Banking
<b>ACCEPTANCE:</b> The terms and conditions of this Term Sheet are hereby accepted.
Dated:
Town of Surfside, Florida
By: As its:

## **Amortization Table (Town of Surside)**

## Capital Improvement Revenue Bonds, Series 2008

## LOAN DATA

Loan amount: \$15,000,000.00

Annual interest rate: 4.14%

Term in years: 18.5

Payments per year: 2

First payment due: 7/1/2010

## PERIODIC PAYMENT

Semi-Annual

Calculated payment:

\$584,267.02

**CALCULATIONS** 

Beginning balance at payment 1: 15,000,000.00

\*Cumulative interest prior to payment 1:

931,500.00

## **Table**

	Payment	Beginning			Ending	Cumulative
No.	Date	Balance	Interest	Principal	Balance	Interest
1	7/1/2010	15,000,000.00	310,500.00	273,767.02	14,726,232.98	1,242,000.00
2	1/1/2011	14,726,232.98	304,833.02	279,433.99	14,446,798.99	1,546,833.02
3	7/1/2011	14,446,798.99	299,048.74	285,218.28	14,161,580.71	1,845,881.76
4	1/1/2012	14,161,580.71	293,144.72	291,122.30	13,870,458.42	2,139,026.48
5	7/1/2012	13,870,458.42	287,118.49	297,148.53	13,573,309.89	2,426,144.97
6	1/1/2013	13,573,309.89	280,967.51	303,299.50	13,270,010.39	2,707,112.49
7	7/1/2013	13,270,010.39	274,689.21	309,577.80	12,960,432.58	2,981,801.70
8	1/1/2014	12,960,432.58	268,280.95	315,986.06	12,644,446.52	3,250,082.66
9	7/1/2014	12,644,446.52	261,740.04	322,526.97	12,321,919.55	3,511,822.70
10	1/1/2015	12,321,919.55	255,063.73	329,203.28	11,992,716.27	3,766,886.43
11	7/1/2015	11,992,716.27	248,249.23	336,017.79	11,656,698.48	4,015,135.66
12	1/1/2016	11,656,698.48	241,293.66	342,973.36	11,313,725.12	4,256,429.32
13	7/1/2016	11,313,725.12	234,194.11	350,072.91	10,963,652.21	4,490,623.43
14	1/1/2017	10,963,652.21	226,947.60	357,319.42	10,606,332.79	4,717,571.03
15	7/1/2017	10,606,332.79	219,551.09	364,715.93	10,241,616.87	4,937,122.12
16	1/1/2018	10,241,616.87	212,001.47	372,265.55	9,869,351.32	5,149,123.59
17	7/1/2018	9,869,351.32	204,295.57	379,971.44	9,489,379.87	5,353,419.16
18	1/1/2019	9,489,379.87	196,430.16	387,836.85	9,101,543.02	5,549,849.32
19	7/1/2019	9,101,543.02	188,401.94	395,865.08	8,705,677.94	5,738,251.26
20	1/1/2020	8,705,677.94	180,207.53	404,059.48	8,301,618.46	5,918,458.80
21	7/1/2020	8,301,618.46	171,843.50	412,423.51	7,889,194.95	6,090,302.30
22	1/1/2021	7,889,194.95	163,306.34	420,960.68	7,468,234.26	6,253,608.63
23	7/1/2021	7,468,234.26	154,592.45	429,674.57	7,038,559.70	6,408,201.08
24	1/1/2022	7,038,559.70	145,698.19	438,568.83	6,599,990.87	6,553,899.27
25	7/1/2022	6,599,990.87	136,619.81	447,647.21	6,152,343.66	6,690,519.08
26	1/1/2023	6,152,343.66	127,353.51	456,913.50	5,695,430.16	6,817,872.59
27	7/1/2023	5,695,430.16	117,895.40	466,371.61	5,229,058.54	6,935,768.00
28	1/1/2024	5,229,058.54	108,241.51	476,025.50	4,753,033.04	7,044,009.51
29	7/1/2024	4,753,033.04	98,387.78	485,879.23	4,267,153.81	7,142,397.29
30	1/1/2025	4,267,153.81	88,330.08	495,936.93	3,771,216.87	7,230,727.38
31	7/1/2025	3,771,216.87	78,064.19	506,202.83	3,265,014.05	7,308,791.57
32	1/1/2026	3,265,014.05	67,585.79	516,681.23	2,748,332.82	7,376,377.36
33	7/1/2026	2,748,332.82	56,890.49	527,376.53	2,220,956.29	7,433,267.85
34	1/1/2027	2,220,956.29	45,973.80	538,293.22	1,682,663.07	7,479,241.64
35	7/1/2027	1,682,663.07	34,831.13	549,435.89	1,133,227.18	7,514,072.77
36	1/1/2028	1,133,227.18	23,457.80	560,809.21	572,417.96	7,537,530.57
37	7/1/2028	572,417.96	11,849.05	572,417.96	0.00	7,549,379.62
		<u></u>				

<sup>\*</sup> Figure for "Cummulative Interest prior to Payment 1" is an estimate as the actual amount will vary be based on closing date

**Estimated Annual Payment on Loan** 

\$1,168,534.03

## Item 7.C.3 **Town Manager's Report**

## Update on Town Investments with State Board of Administration (SBA)

Cash accounts Balances as of December 31, 2007 Town of Surfside Investments and

Balances as of December 31, 2007	er 31, 2007		Police	Police Forfeiture Fund	Water and	Water and Sewer Fund	
		Special Projects	Dept of Justice	Dept of Justice State of Florida	Water Meter	Trust Fund	
State Board of Administ General Fund	<b>General Fund</b>	Fund	Dept of Justice	Dept of Justice Police Forfeiture	Deposits	Development	TOTALS
General Fund							
Balance 11-30-2007	8,101,810.89	2,548,979.38	69,934.79	320,078.77	217,359.52	385162.22	11,643,325.57
Interest paid November	0.00	0.00	0.00	0.00	0.00	0.00	0.00
December activity							
Transfer to Fund B	(1,165,393.16)	(366,654.22)	(10,059.67)	(46,041.26)	(31,265.76)	(55,403.10)	(1,674,817.17)
	6,936,417.73	2,182,325.16	59,875.12	274,037.51	186,093.76	329,759.12	9,968,508.40
Interest paid December	28,949.84	9,108.17	249.90	1,143.71	776.65	1376.3	41,604.57
Balances 12-31-2007	6,965,367.57	2,191,433.33	60,125.02	275,181.22	186,870.41	331,135.42	10,010,112.97

# Item 7.C.4 Town Manager's Report FPL Request for Estimate for Undergrounding lines



MUNICIPAL BUILDING 9293 HARDING AVENUE

SURFSIDE, FLORIDA 33154
TELEPHONE: (305) 861-4863
FACSIMILE: (305) 861-1302

TOWN OF SURFSIDE

GUARUEG W. BURKETI MAYOR

odela a belgicije, Wasawije).

VIOLIMAYOR

Marchaleriman

/commission

TEVEN LEVINE ESO.

January 30, 2008

Ms. Aletha Player Area Manager Florida Power & Light Company 9250 W. Flagler Street Miami, FL 33174

Dear Ms. Player:

The Town of Surfside is interested in attaining a written no-fee nonbinding (ballpark) estimate for undergrounding the Florida Power & Light (FPL) overhead facilities in Surfside. It is our understanding that FPL can provide an estimate within a four week period. We would request that two areas be reviewed for costs:

- 1. Harding and Collins Ave within the boundaries of the Town, and
- 2. The remaining single family residential areas, within the Town.

Maps are attached for these two areas, showing the boundaries, as required by FPL to provide an estimate. In addition, if you have information on project timeframes, and funding options utilized by other municipalities, within your service area, that would be much appreciated.

This request was reviewed and approved by the Town Commission, at its' meeting of January 30, 2008. We look forward to meeting with you to review this process, once the estimate has been received by the Town.

MARK BLUMSTEIN, ESQ. COMMISSIONER

Sincerely,

Pam Brangaccio

Interim Town Manager

Town of Surfside

Cc: Town Attorney

George Keller, Calvin, Giordano & Associates, Inc.

Attachments (Boundary maps)

PAMELA BRANGACCIO INTERIM TOWN MANAGER

# Item 7.D Town Attorney's Report Parking Permits on Residential Streets

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.

## Memo

To:

Honorable Commission, Town of Surfside

Cc:

Pam Brangaccio, Interim Town Manager

Sarah Sinatra, Planner

From:

Lynn M. Dannheisser, Town Attorney

Date:

1/30/08

Subject:

Residential Parking Permits

Commissioner Imberman indicated an interest in whether the Town could restrict parking in the single family home district to residents and their guests and asked staff to look into the question.

### **ANSWER**

The answer is the Town of Surfside may restrict parking in the single family home district of Surfside to residents and their guests <u>provided</u> there is a basis for the restriction that passes the "rational basis" test (described below) and provided those streets are not state roads.

## DISCUSSION

Parking in the residential areas on municipal (non-state) streets can be restricted to residents if this restriction/limitation has a "rational basis". It should be noted that reasons the courts have held do not pass rational basis muster are factors such as residential preference and overcrowding. Reasons such as reducing air pollution, environmental matters, and safety however have been held to pass this test as having a valid municipal purpose.

In City of Maitland v. Orlando Bassmasters Association of Orlando, Florida, Inc. 431 So. 2d 178 (Fla. 5th DCA 1983), the Court struck down an ordinance that prohibited non-residents from obtaining parking permits in a municipal lakefront park on the basis of traffic congestion, crowded access ways and limited parking spaces. The Court indicated this ordinance was just a way to give residents a priority and there was no rational basis relating to municipal goals. In doing so, the Court favorably cited the Arlington case (County Board of Arlington County, Va. v. Richards, 434 US 5, 98 S. Ct. 24 {1977}) which upheld restrictions on

parking permits issued free to residents, certain others doing business with them, and some visitors-but not non-residents. The Arlington Court upheld the subject ordinance on the basis of the "rational basis" test. The factors cited in this case were the reduction of air pollution and other environmental impacts. In Arlington, the Supreme Court vacated a lower court's order based on the 14<sup>th</sup> amendment and indicated these were proper reasons to allow a community to restrict available on-street parking. The Arlington Court indicated that the Equal Protection Clause of the Constitution requires that such discrimination as posed in the ordinance must rationally promote the regulation's objectives, such as reducing traffic hazards, lessening air pollution and excess noise, and allowing the residents free and safe access. The Maitland Court held that there was no basis for the discrimination in the Maitland ordinance since the underlying reasoning was that the residents simply wanted a guaranteed space near the boat ramp. In that case the lower court opinion was accordingly affirmed finding no substantial reason for the discrimination.

In McClain v. South Pasadena, 318 P2d 199 (Cal 2<sup>nd</sup> DCA 1957) the Court upheld an ordinance restricting non-residents from a municipal pool on the basis of avoiding congestion, safety, comfort, convenience and health issues. This case indicated a classification having some reasonable basis does not violate the Equal Protection Clause merely because it produces an inequality.

Finally, it does not appear that the Town of Surfside may impose more stringent parking rules on state roads than that which already exists. AGO 2001-22 indicates that a county may not enforce more stringent parking regulations on state roads than those imposed by statute on these roads. The opinion indicates Chapter 316, Florida Statutes, is applicable and uniform throughout the state and no local authority can enact or enforce any ordinance on a matter covered by that chapter unless expressly authorized. This could be interpreted to mean that a city may not impose more stringent regulations on state roads. Section 316.008, Florida Statutes (see below), recognizes that local authorities may regulate parking on streets and highways under their jurisdiction. State roads are not within the local authorities' jurisdiction, so although they can enforce traffic laws, they cannot regulate parking on these state roads. Section 316.006(2) (a), Florida Statutes (see below), indicates chartered municipalities shall have original jurisdiction over all streets and highways located within their boundaries. except state roads. Therefore, a chartered municipality should be able to regulate parking within its boundaries, other than state roads.

## CONCLUSION

Depending on the stated rationale for the imposition of parking permits for residents and guests in the single family home district and the ability to demonstrate a valid public purpose established by legal precedent, this restriction may be valid- but only on County and local roads, not state roads.

## Item 8.A Discussion Items Parking Issues

From: Charles W. Burkett

Sent: Thursday, January 24, 2008 6:55 AM

**To:** Pam Brangaccio **Subject:** RE: Parking Issues

Pam,

Can you put these items on the agenda under my name for discussion at the next meeting please?

Thanks,

Charles

Charles W. Burkett

Mayor

The Town of Surfside Town Hall 9293 Harding Avenue Surfside, FL 33154 305-534-8711

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From: Pam Brangaccio [mailto:pbrangaccio@townofsurfsidefl.gov]

Sent: Wednesday, January 23, 2008 3:13 PM

To: Elected Officials

Cc: David Allen; Lynn M. Dannheisser; eli.tourgeman@us.hsbc.com

Subject: Parking Issues

### **Valet Parking**

As you may be aware, last night, Park One reviewed with the Downtown Merchants, the current situation with Valet Parking. The firm is concerned that they are losing monies on the service, even after decreasing staffing numbers of 12/14. 982 vehciles used the service b/t October 26-2007 and Jan 19, 2008. They want to leave as of 1.31.08. Eli will be talking to the affected businesses (three-four restaurants) on picking up a portion of the costs, or to look at a less expensive firm for the service. He will let us know what occurs with those discussions. Chief Allen and I were present at the meeting and thanked Eli for his work.

### **Residential Parking Permits**

Town staff continues to review the current pilot program for recommendations to the Town Commission, however, we would like to do so later in February, so any changes that are made, would be in place for the QTR II permits (issued the first of March). Recommendations would be geared to *all-day* parking that occurs, in the lots and spaces along the Harding commercial district, to clarify the intent of the passes.

## LAZ Parking of FLA

Chief Allen and I met with LAZ representatives this week. Chief had not been present in the past meetings with LAZ on issues such as the firm expanding its' contract to do enforcement, or the placement of Master Meters to replace the aging individual parking meters. I asked LAZ to provide copies of RFP or Bids that have been issued in other Towns, to provide examples for us. We should have that information in February, to review with the Commission at your second meeting that month, for discussions on the scope of services to be contacted out. Any changes could be in place for the FY 08-09 Budget.

Pam Brangaccio